



**COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) PROGRAM**

**FY 2024 CDBG AGREEMENT EXECUTION  
HANDBOOK**

**Economic Development Department  
Community Development Division  
May 2023**

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## I. BACKGROUND & INTRODUCTION

**C**ONGRATULATIONS!! Your organization has been allocated Community Development Block Grant (CDBG) funding for Fiscal Year 2024 (FY 2024) by the City of San Diego (City). The City Council approved the allocations, via Resolution No. R-314763, effective April 24, 2023. As a result, your organization's CDBG-funded project has been incorporated into the FY 2024 Annual Action Plan (AAP) that was prepared by City staff and submitted to the United States Department of Housing and Urban Development (HUD).

Before implementation of your project can start on July 1, 2023, your organization will need to sign a CDBG agreement with the City. This agreement will spell out the following:

- The **implementation period** of your project;
- The **scope of work** of the project;
- The **amount of CDBG funds allocated** to your project, which is the maximum your organization can get reimbursed for from the City's CDBG program;
- The **budget** for the project, which outlines both the sources of funding and the planned uses of those funds;
- The **reporting requirements**; and
- The **policies and regulations** your organization must agree and adhere to when using CDBG funds.

The draft CDBG agreement will be available for your organization's review and approval via the City's [Economic Development Grants Management System](#) (ED Grants). There will not be a hard copy agreement to review and sign. All approvals, signatures, and supporting documents will be collected and recorded electronically via ED Grants.

This *CDBG Agreement Execution Handbook* will guide you through the agreement execution process, which will consist of the following steps in ED Grants:

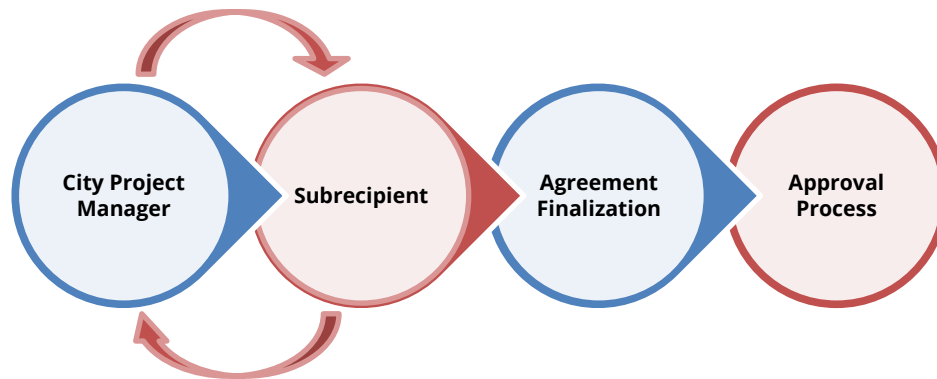
1. **DRAFT AGREEMENT:** Preparation of the draft agreement by City staff using information from your organization's original Request for Proposals (RFP) response;
2. **AGREEMENT REVIEW AND REVISION:** Review and revision, if needed, of the draft agreement by your organization in terms of the accuracy of the:
  - a. Scope of work and
  - b. Budget narratives and allocations;
3. **REQUIRED DOCUMENTS:** Compilation and uploading by your organization of required documents pertaining to insurance coverage, certifications, Board of Directors authorization, lease agreements (if applicable), etc.;
4. **FINAL AGREEMENT:** Review and finalization of the draft agreement by City staff for completeness and adequacy and verification of receipt of all required documents;
5. **ENVIRONMENTAL REVIEW:** Completion by City staff of the environmental review of your project per the requirements of the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA); and
6. **AGREEMENT EXECUTION:** Execution of the final agreement by your organization, the City's Economic Development Department, and the City Attorney's Office.

Your organization has been assigned a City project manager who will serve as your primary contact and resource during this entire process. The same project manager will also work with you during project implementation, reporting, and closeout. You will receive an introductory email from your assigned City project manager after the Workshop.

Should you have questions, remember to direct them to your assigned City project manager via telephone, email, and/or the 'Comments' field of ED Grants. **Be sure to consult this Handbook prior to contacting your City project manager to see if your queries have already been addressed here.**

## II. ED GRANTS NAVIGATION & INSTRUCTIONS

Your assigned City project manager has drafted the CDBG agreement in ED Grants based on the information provided in your organization's RFP response. Your organization now has the opportunity to review the draft and provide comments for the City to consider. This iterative process will continue until a final draft is produced for execution.



### *ED Grants Navigation: Drafting and Reviewing Agreement*

Refer to Attachment 2 of this document for a step-by-step guide on how to navigate ED Grants to review the draft agreement (including a PDF version of the agreement), access your assigned City project manager's comments and instructions, and revise (if needed) the project's budget.

The guide covers the following processes:

- How to review and edit a draft CDBG agreement in ED Grants;
- How to enter milestones and target dates into the project schedule of a draft CDBG agreement in ED Grants;
- How to edit your organization's Board of Directors information in ED Grants; and
- How to approve (electronically sign) a CDBG agreement in ED Grants.

**Your organization has until Friday, June 16, 2023, to review the draft agreement and forward any comments or questions to your assigned City project manager with regard to the scope of work and budget.** This deadline ensures the agreement will be executed as close to July 1, 2023 as possible. If your assigned City project manager does not receive any comments or

questions from your organization by the deadline, they will consider the scope and budget final and will work with you to start collecting the required supporting documents.

**NOTE:** You will find a ‘View Agreement’ button ( [View Agreement](#) ) in ED Grants that, when clicked, will display a PDF of the most current version of the CDBG agreement. You may download the PDF at any time and share it with members of your organization who may need to review and approve it before the Primary Representative electronically signs it. While the scope of work and budget may be revised, the agreement template itself with all the legal requirements and terms are fixed and cannot be revised per your organization’s request.

#### *ED Grants Navigation: Approving the Agreement*

Once the agreement has been finalized and all required documents have been uploaded, the City will send the agreement to your organization’s **Primary Representative** for approval. ED Grants will send an email to the Primary Representative indicating that they have a pending task regarding the agreement. The Primary Representative must follow the steps outlined in Attachment 2 to approve the agreement.

**NOTE:** The Primary Representative’s approval of the final agreement in ED Grants is equivalent to signing a hard copy with ink. Once the agreement has been fully executed (that is, electronically approved by your organization, the City’s Economic Development Department, and the City Attorney’s Office), then you may re-download the PDF of the agreement, which will display the names and date/time stamps of the approvers. This version should be saved in your CDBG records.

#### *ED Grants Navigation: Updating the List of Board of Directors*

You must ensure the list of Board of Directors for your organization in ED Grants is always up to date. The City relies on this list to determine any potential conflicts of interest. Prior to the execution of the CDBG agreement, the list of Board of Directors must be verified as current. Refer to Attachment 2 of this document for a step-by-step guide on how to access and update the Board of Directors list in ED Grants, which can be accomplished at any time.

#### *ED Grants Navigation: Updating the Primary & Secondary Representatives*

**Your organization must ensure its Primary Representative in ED Grants has been authorized by its Board of Directors to serve in that role.** Only a Board-authorized Primary Representative has the functionality to officially approve and submit items in ED Grants on behalf of your organization, such as the CDBG agreement, any amendments to it, and programmatic and fiscal reports (the only exception is RFQ responses, which may be submitted by a Primary Representative who is not Board-authorized). **Failure to keep your organization’s Primary Representative up to date in ED Grants may result in delays in the execution of the CDBG agreement or submission of reimbursement requests.** Verify that the properly authorized staff person has access to ED Grants as the Primary Representative. A “properly authorized staff person” refers to someone who works for your organization and has been authorized by your organization’s Board to serve in that capacity as evidenced by Document #12 in Attachment 3. Sample Board authorization documents are available in Attachment #4 to this guide.

If you need to update your organization’s Primary Representative or Secondary Representative in ED Grants, contact and coordinate with your assigned City project manager to do so. Your

assigned City project manager will walk you through the process, which requires the involvement of external IT staff, and check to see that the new Primary Representative is duly authorized by your organization's Board of Directors. The most current version of that authorization document must be uploaded to ED Grants before any updates can be made. Since the process can take some time, it is highly recommended that you identify any necessary updates as soon as possible.

#### *ED Grants Navigation: Updating the Project Contacts*

Your organization must ensure the project contacts listed in ED Grants are always up to date. City staff will use this list to reach out to your organization during the agreement execution phase. Updating the project contacts is a two-step process, which first involves updating the list of contacts in your organization's profile in ED Grants and then associating the appropriate persons from that list with the specific project to be implemented starting in FY 2024. Refer to Attachment 2 (steps 13–18) for a step-by-step guide on how to update the project contacts.

#### *Instructions: Reviewing the Scope of Work & Schedule*

City staff drafted the scope of work of your organization's project based on information provided in the corresponding RFP response. The following items were identified and entered into ED Grants to complete the scope:

- Consolidated Plan Goal;
- HUD Strategic Plan Goal;
- HUD Matrix Code;
- CDBG Regulation Citation;
- CDBG National Objective;
- HUD Objective Category;
- HUD Outcome Category;
- Outcome Indicator; and
- Targeted Annual Units

The City needs your organization's careful input on the starred (★) items below.

- ★ Project Description;
- ★ Target Population Description;
- ★ Project Outcome Description;
- ★ Project Activities; and
- ★ Project Schedule

Make sure the narrative correctly describes the project and accurately captures its intended goals, objectives, and outcomes. The City will use the finalized scope and schedule to evaluate your organization's progress for reporting to HUD. Deviations from the scope will not be allowed (unless the City approves an amendment), and failure to reasonably adhere to the schedule may result in the recapture of the CDBG funding allocated to the project and/or termination of the agreement.

If you identify any needed revisions, contact your assigned City project manager to discuss the revisions, why they are needed, and next steps. After the discussion, you may be required to formally document the revision request in ED Grants by entering it in the 'Comments' field of the agreement (see Attachment 2 for instructions).



Your assigned City project manager will closely work with you to determine a project schedule with specific milestones and tasks (e.g., number of clients served month by month, budget burn rate by month, permits, contractor hiring, construction, closeout, etc.) and will require your organization to identify projected completion dates for each of those milestones and tasks. The City will hold your organization accountable to the projected completion dates, and failure to adhere to the schedule may result in the recapture of the CDBG funding allocated to the project and/or termination of the agreement. Refer to Attachment 2 of this document for a step-by-step guide on how to enter the projected completion dates for the milestones and tasks.

#### ***Instructions: Reviewing the Budget Narratives & Allocations***

The draft budget, including the narratives and allocations, is based on the budget submitted as part of the corresponding RFP response. City staff reviewed each line item for the following:

- ★ Eligibility of proposed expenditures;
- ★ Correct budget categorization of eligible expenditures;
- ★ Appropriate breakdown of personnel expenditures (wage/salaries and fringe benefits) by position and type;
- ★ Adequacy of the budget narratives to facilitate review of reimbursement requests (that is, what is reimbursable or not); and
- ★ Compliance with federal regulations.

The initial version of the draft budget you will see in ED Grants may reflect City staff's modifications. However, you will have the opportunity to compare any modifications ('Actual City Amount' column) to what was originally submitted with the RFP response ('Proposed City Amount' column) by looking at the 'Budget Difference' column.

The City needs your organization's careful input on the budget. Make sure the allocations among the various budget categories are correct and the narratives adequately capture and describe the anticipated expenditures. The City will use the finalized budget to evaluate your organization's requests for reimbursements. Expenditures (though eligible) not reasonably covered by the narratives will not be reimbursed. Deviations from the budget will not be allowed (unless the City approves an amendment), and failure to adhere to the budget may result in the recapture of the CDBG funding allocated to the project and/or termination of the agreement. Refer to Section V below for a description of the budget line items and sample narratives.

Contact your assigned City project manager if you have any questions on the budget and if you would like to submit any revisions for consideration. If your organization subsequently is authorized to make modifications, refer to Attachment 2 of this document for a step-by-step guide on how to make the authorized modifications. Any budget revisions not authorized by the City will be rejected. You may be required to formally document the revision request in ED Grants by entering it in the 'Comments' field of the agreement.

### **III. TIMELINESS & CONSEQUENCES**

CDBG agreements must be executed by July 1, 2023, or as soon thereafter as feasible, to avoid delays in project implementation and the reimbursement of eligible expenditures to your organization incurred on or after the said date.

Note that delays in project implementation and budget spend down impacts the City's ability to meet HUD's funding timeliness requirements. If the City fails to adequately demonstrate to HUD that it is deploying its CDBG funds in a timely manner, the City may be in jeopardy of losing CDBG funds in future years.

Therefore, the City will be closely monitoring the execution of its CDBG agreement with your organization, and your City project manager will be working diligently with your organization to ensure a successful agreement execution and project launch by July 1, 2023. **The City reserves the right to discontinue the agreement execution at any time if it feels inadequate progress is being made or there is a lack of bona fide effort on the part of your organization to execute the agreement in a timely manner.** Any delays in project implementation or budget spend down due to a late execution of the CDBG agreement may also negatively impact your organization's performance report card, which could diminish your organization's competitiveness for CDBG funding from the City in future years.

#### IV. GENERAL SCHEDULE

<i>Date</i>	<i>Event</i>
<i>May 23<sup>rd</sup> 2023</i>	Virtual CDBG Agreement Execution Workshop Sessions
<i>June 16<sup>th</sup> 2023</i>	Review and revise scope of work and budget narratives/allocations
<i>June – July 2023</i>	Conduct and complete environmental review (City staff only)
<i>June – July 2023</i>	Collect and upload required documents to ED Grants
<i>July – August 2023</i>	Execute CDBG agreement via ED Grants
<i>July 1<sup>st</sup> 2023</i>	Begin project implementation

**NOTE:** The schedule outlined above is subject to change at the City's discretion. Your assigned City project manager may also impose interim deadlines as warranted to ensure project implementation as of July 1, 2023.

#### V. DEFINITION OF TERMS

The following definitions are provided here to facilitate your understanding of the CDBG agreement execution process. Refer to them often to ensure that the budget line item narratives are accurate and meet City standards. Failure to have narratives that meet City standards will result in delays to the execution until they are adequate.

##### **Terms**

- **Budget Narrative:** Refers to the budget line item descriptions in ED Grants that explain the details of how the funds will be spent. Only expenditures reasonably captured within the scope of the narrative will be reimbursed by the City.
- **City Financial Analyst:** Refers to the City staff assigned to your organization regarding the CDBG budget, expenditures, and reimbursements; communication between your organization and the financial analyst will be facilitated by your City project manager.

- **City Project Manager:** Refers to the City staff serving as your organization's primary contact regarding the CDBG agreement. All communication should be directed to your assigned City project manager.
- **City-Provided Form:** Refers to a form provided by the City and downloaded from ED Grants which, if applicable to your organization's project's type, must be completed by your organization and uploaded back to ED Grants as a PDF to the corresponding 'Agreement Checklist' item.
- **ED Grants:** Refers to the customer relationship management (CRM) system used by the City's Community Development Division to manage the lifecycle of CDBG- and ESG-funded grants.
- **Execution:** Refers to the process of getting all the necessary parties to approve the CDBG agreement via ED Grants. A CDBG agreement comes into full force after your organization, the City's Economic Development Department, and the City Attorney's Office have all approved it in ED Grants. No wet signatures or hard copy files are involved.
- **Negotiation:** Refers to the process of finalizing the scope of work, schedule, and the budget narratives and allocations in the CDBG agreement and the collection of all required supporting documents prior to the execution of the CDBG agreement.
- **Primary Representative:** Refers to the person authorized by the Board of Directors of your organization to serve as the approver and submitter of documents and reports in ED Grants. Any action taken by the Primary Representative is legally binding upon your organization and constitutes an official act by your organization.
- **Scope of Work:** Refers to Exhibit B of the CDBG agreement that describes the activities your organization will undertake to provide services to low/moderate-income (LMI) clients in the City or rehabilitate a facility or housing unit(s) to serve or benefit LMI clients. Costs of activities falling outside of scope of work will not be reimbursed by the City.
- **Schedule:** Refers to the project timeline entered into ED Grants during the negotiation phase that generally outlines the major tasks to be undertaken for completing your organization's project and the target dates of completion of each of those tasks or milestones. The City will hold your organization accountable to the schedule and may take adverse action if your organization significantly deviates from the schedule, up to recapture of CDBG funds already disbursed.
- **Secondary Representative:** Refers to the person(s) with access to ED Grants and can function as the Primary Representative with the exception of being able to approve or submit documents and reports.
- **Supporting Document:** Refers to a document required by the City to be uploaded to ED Grants as a condition of executing the CDBG agreement. Some supporting documents are applicable only to certain project types, and some must be uploaded only if they are available. Refer to Attachment 3 for guidance on which supporting documents to upload.

## Budget Line Item Descriptions &amp; Sample Narratives

All costs included in the budget and budget narratives must comply with federal regulations found in [2 CFR 200](#) (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*) and HUD-specific regulations. The budget narratives should detail the budget line items by breaking out the items by cost per quantity.

- **Salary & Wages:** Refers to labor costs incurred as a result of implementing your organization's project. Ordinarily, CDBG covers only direct labor costs associated with providing client services (with indirect labor costs covered by other funding sources); however, indirect labor costs associated with implementing your organization's project may be covered by CDBG if your organization has budgeted for indirect costs under the Administrative Indirect Overhead line item. Please see the Administrative Indirect Overhead section below for more detail. Paid time off (e.g., sick leave, holiday, vacation) and/or premium pay (e.g., overtime, extra pay, multi-shift) may be covered by CDBG, but only if they are specifically identified in the budget narratives. However, no cash-outs are allowed. Paid time off is for time taken during the contract period and will not be reimbursed on an accrual basis. Please list each individual position title supported with CDBG funds separately and include a description of job duties in the narrative.  
**Applicable project types: PS, CED**

- **SAMPLE NARRATIVE: Senior Counselor** → This position will provide counseling services to youth targeted by the project undergoing familial crisis, as well as provide them with emotional support to minimize negative impacts on their schooling. Annual salary is \$80,000, of which 75 percent will be covered by CDBG and 25 percent by other grant funds. Paid time off (e.g., sick leave, holiday, vacation) will be claimed for reimbursement.
- **SAMPLE NARRATIVE: Intake Business Officer** → This hourly position will work directly with LMI individuals seeking to establish a microenterprise in San Ysidro by assessing their situation and need, collecting income and demographic information, opening case files in our C-Star system, and setting up consulting appointments with our Business Counselors. Wage is \$23/hour. CDBG will be covering 1,040 hours or \$23,920 during the project implementation period. Paid time off (e.g., sick leave, holiday, vacation) and premium pay (e.g., overtime) will be claimed for reimbursement.

**SAMPLE NARRATIVE: Accountant** → This hourly position will provide indirect support to the project by tracking personnel and non-personnel expenses related to the implementation of the project and preparing the monthly requests for reimbursements. Wage is \$25/hour. CDBG will be covering a quarter of the position's annual wage (520 hours or \$13,000) during the project implementation period (the position supports four grant projects). No paid time off or premium pay will be claimed for reimbursement.

- **Fringe Benefits:** Refers to non-salary and non-wage compensation labor costs incurred as a result of implementing your organization's project and paid by your organization ("employer portion"). Examples include: medical, dental, and vision insurance; federal and state unemployment insurance; and Social Security/retirement plan contribution. Each fringe benefit type must be its own subline item in the budget under the 'Fringe Benefits' line item (use the fringe benefit dropdown menu to indicate the type). The narrative must detail the positions receiving the fringe benefits.  
**Applicable project types: PS, CED**

- **SAMPLE NARRATIVE: Employer Social Security Tax** → Positions covered: Counselor II, Intake Specialist, Executive Director
- **SAMPLE NARRATIVE: State Unemployment Insurance (SUI)** → Positions covered: Counselor II, Intake Specialist, Executive Director
- **SAMPLE NARRATIVE: Health Insurance** → Positions covered: Counselor II, Intake Specialist, Executive Director
- **SAMPLE NARRATIVE: 401(k) Match** → Positions covered: Counselor II, Intake Specialist, Executive Director
- **Direct Program Delivery Expenses:** Refers to direct costs incurred as a result of implementing your organization's project that cannot be placed in more specific budget categories. If City staff determines that direct costs budgeted under this budget category should be under a more specific budget category, the organization will be directed to move the cost to the more appropriate budget category. The narrative must detail the expenses and how they relate to the implementation of the project.  
**Applicable project types: All.**
  - **SAMPLE NARRATIVE:** Training and certification courses (First Aid/AED/CPR) at the San Diego Red Cross for LMI youth being prepared to compete for jobs in the cruise industry. Each course is anticipated to cost \$60 per person; with a target of getting 100 LMI youth trained, the total budget is \$6,000.
  - **SAMPLE NARRATIVE:** Budget for background check fee and credit score/report fee for LMI clients looking to qualify for a business loan with major commercial banks. Each background check is \$30, and each credit score/report is \$20. The total budget is \$3,750 to cover 75 LMI clients.
  - **SAMPLE NARRATIVE:** Budget to purchase prescription medicine according to the latest Medicare Part D Drug Formulary for LMI clients undergoing job training and substance abuse rehabilitation. The program anticipates assisting 30 unduplicated LMI clients, resulting in the need to budget \$50,000 (approximately \$1,600 per client).
- **Supplies–Administration Use:** Refers to the supplies purchased by your organization for staff use to directly support the implementation of the project. The narrative must detail the types of supplies to be purchased. Examples include but are not limited to: office supplies (e.g., paper, pens, toner, ink, clipboard), small equipment (e.g., computers, laptops, projectors, calculators), and protective gear (e.g., hard hats, steel-toe boots, safety vests). Note that supplies must be bought, and expenses incurred, **within the first six months** of the project's implementation period. Any balance of funds at the end of the first six months will be required to be moved to another approved line item through a budget adjustment request. **Applicable project types: PS, CED**
  - **SAMPLE NARRATIVE:** Purchase of office supplies (copy paper, writing utensils, notepads, folders, staplers/staples, stickers, toner, and other supply-related materials) to put together 75 to 90 client files of LMI clients assisted with homebuying counseling services.

- *SAMPLE NARRATIVE: Purchase of 15 sets of protective gear (hard hats, steel-toe boots, safety vests, and safety goggles) to be used by our solar installation trainers who will be working with LMI trainees in San Manuel. Each set is anticipated to cost \$130. Purchase of 3 durable tablets and associated software licenses to be used by our solar installation trainers to track training data while out in the field for direct uploading to our cloud-based database and payroll systems. Each tablet is anticipated to cost \$1,500 and each software license \$500 for a total budget of \$6,000.*
- **Supplies–Client Use:** Refers to the supplies purchased by your organization to provide to clients for their use as part of directly supporting the implementation of the project. The narrative must detail the types of supplies to be purchased and how they relate to the implementation of the project. Past examples of client-use supplies include: clean syringes, musical instruments, urban garden supplies and tools, computers and laptops, office supplies, course materials and books, etc. Note: Supply purchases for individual client use and/or supplies that will be retained by the client after the termination of the services will require a client distribution list upon submission of a reimbursement request. Also note: Food purchases, specifically for meal delivery programs and/or food banks, are not considered “Supply” budget items and should be listed in the Direct Program Delivery expense budget line item. Stockpiling of supplies or equipment to be used after the expiration of the executed Agreement is not permitted. **Applicable project types: PS, CED**
  - *SAMPLE NARRATIVE: Purchase of 50 bamboo flutes at \$10 each to be used by our LMI students learning music in our afterschool tutoring program.*
  - *SAMPLE NARRATIVE: Purchase of garden hoses, rakes, hoes, potting soil, seeds, trees, and fertilizer to support our community garden in Oak Heights that is maintained by LMI households that are being trained in business basics.*
  - *SAMPLE NARRATIVE: Purchase of five workstations consisting of one monitor, one computer tower, and one printer each to be used by unemployed adults receiving job search training assistance. Each workstation is anticipated to cost \$2,000.*
- **Publications/Printing:** Refers to costs related to paper-based materials produced by your organization or the publication of project/construction-related notices and advertisements in newspapers and other media. Past examples of publications/printing costs include: collateral material design and printing (flyers, brochures, pamphlets), construction drawing printing for permit acquisition, construction bid document printing and publication, Invitation to Bid notices in newspapers, course materials, program advertisements to attract clients, etc. Note: all publications must include HUD funding recognition language from the Operating Manual and a copy of the publication must be provided upon submission of a reimbursement request. **Applicable project types: All**
  - *SAMPLE NARRATIVE: Design and publication of flyers, brochures, pamphlets, and other collateral material to promote the microenterprise technical assistance program at local business resource fairs and online.*
  - *SAMPLE NARRATIVE: Printing of revised construction documents to address comments from the City of San Diego Development Services Department prior to permit and approval issuance. Budget of \$2,000 anticipates three rounds of printing before*

*documents are finalized. Publication of Invitation to Bid notices in one newspaper of general circulation and three community newspapers targeting LMI and minority-owned contractors. Budget of \$1,000 anticipates at least two days of publication per newspaper.*

- **SAMPLE NARRATIVE:** *Printing of 350 copies of a 20-page colored college application writing course packet for LMI youth participating in our college preparedness program. Each copy is anticipated to cost \$2.50, totaling approximately \$875.*
- **Rent/Lease:** Refers to costs related to the rent or lease of a site where direct services to clients will be provided. Your organization must have submitted a current rental or lease agreement outlining the rent or lease cost, along with a cost allocation plan or methodology that determines how much of the rent or lease is reasonably attributable to the implementation of the CDBG-funded project or program. Lease payments paid to the City of San Diego are not eligible for reimbursement. Note: if the lease agreement expires during the agreement period, a new lease agreement will be required upon submission of a reimbursement request. **Applicable project types: PS, CED**
  - **SAMPLE NARRATIVE:** *Per the attached agreement, the monthly lease for our office at 123 Main Street where LMI youth tutoring will be held is \$3,800. Per the attached cost allocation plan, 50 percent of our overhead costs is reasonably attributable to our youth tutoring program. With 75 percent of our youth tutoring program being covered by CDBG in FY 2022, we calculate the portion of the monthly lease to be covered by CDBG to be \$1,425 ( $\$3,800 \times 0.50 \times 0.75$ ), annualized at \$17,100 ( $\$1,425 \times 12$ ).*
- **Maintenance/Repair:** Refers to costs related to the maintenance and repair of the site where direct services to clients will be provided. The narrative must detail the types of maintenance/repair to be covered. Your organization must also submit a cost allocation plan or methodology that determines how much of the maintenance and repair is reasonably attributable to the implementation of the CDBG-funded project or program. **Applicable project types: PS, CED**
  - **SAMPLE NARRATIVE:** *Per the attached cost allocation plan, 50 percent of our overhead costs is reasonably attributable to our LMI youth tutoring program. We will need to repair our furnace to accommodate wintertime tutoring and replace the ripped carpeting in our office, which has become a safety hazard. The furnace and carpeting are anticipated to cost \$5,000 and \$12,000, respectively, based on calls to third-party businesses. With 75 percent of our youth tutoring program being covered by CDBG in FY 2022, we calculate the portion of the repair/maintenance to be covered by CDBG to be approximately \$6,375 ( $\$17,000 \times 0.50 \times 0.75$ ).*
- **Utilities:** Refers to costs related to utilities (e.g., electricity, water, gas) used at the site where direct services to clients will be provided. The narrative must detail the types of utility service to be covered. Your organization must also submit a cost allocation plan or methodology that determines how much of the utility costs is reasonably attributable to the implementation of the CDBG-funded project or program. **Applicable project types: PS, CED**
  - **SAMPLE NARRATIVE:** *Per the attached cost allocation plan, 50 percent of our overhead costs is reasonably attributable to our youth tutoring program. Our average monthly electric, water, and gas bills are \$200, \$150, and \$100, respectively. With 75*

*percent of our youth tutoring program being covered by CDBG in FY 2022, we calculate the portion of the monthly utility costs to be covered by CDBG to be approximately \$168.75 ( $\$450 \times 0.50 \times 0.75$ ), annualized at \$2,025 ( $\$168.75 \times 12$ ).*

- **Communications:** Refers to costs related to telephone (including mobile) and Internet services needed to provide direct services to clients. Cell phone expenses paid directly by Subrecipient staff members/volunteers are not eligible for reimbursement. The narrative must detail the types of services to be covered, the breakdown of the costs per type of service, and how the costs were calculated. **Applicable project types: PS, CED**
  - **SAMPLE NARRATIVE:** *Per the attached cost allocation plan, 50 percent of our overhead costs is reasonably attributable to our youth tutoring program. Our average monthly telephone and Internet bills are \$300 and \$300, respectively. With 75 percent of our youth tutoring program being covered by CDBG in FY 2022, we calculate the portion of the monthly communications costs to be covered by CDBG to be approximately \$225 ( $\$600 \times 0.50 \times 0.75$ ), annualized at \$2,700 ( $\$225 \times 12$ ).*
- **Equipment Rental:** Refers to costs related to equipment rented to provide direct services to clients or to rehabilitate public facilities or housing units. The narrative must detail the types of equipment to be rented and their proposed uses. Examples include, but are not limited to: transportation vehicles (cars, trucks, vans), bulldozers, sound systems, medical equipment, portable stoves/ovens, portable hand-washing stations, dump trucks, portable chairs/tables, office rental equipment (e.g., printers) and accompanying software, etc. **Applicable project types: All**
  - **SAMPLE NARRATIVE:** *Rental of portable chairs, tables, and tent for onsite neighborhood outreach to conduct free basic medical screenings for LMI clients in Oak Heights. An anticipated 10 outreach events will be conducted. Each outreach will require a rental budget of \$750 or \$7,500 for the year ( $\$750 \times 10$ ). Rental of a mobile mammography van to provide mammography service to LMI clients in Oak Heights. The monthly rental is \$1,500, annualized at \$18,000.*
  - **SAMPLE NARRATIVE:** *Rental of a backhoe for a month to prepare our community garden site for cultivation by LMI clients looking to supplement their food supply. Large boulders will need to be removed and the soil tilled. The monthly rental fee is \$1,200.*
- **Insurance:** Refers to costs related to liability insurance premiums covering staff providing direct services to clients or the site where direct services to clients will be provided. The narrative must detail the types of liability insurance to be covered and why each type is needed. Examples include: commercial general liability, automobile liability, and worker's compensation. Your organization must also submit a cost allocation plan or methodology that determines how much of the liability insurance costs is reasonably attributable to the implementation of the CDBG-funded project or program. **Applicable project types: PS, CED**
  - **SAMPLE NARRATIVE:** *Per the attached cost allocation plan, 50 percent of our overhead costs is reasonably attributable to our youth tutoring program. Our annual liability insurance premium (CGL, auto, and WC) is \$3,500. With 75 percent of our youth tutoring program being covered by CDBG in FY 2022, we calculate the portion of the insurance costs to be covered by CDBG to be approximately \$1,312 ( $\$3,500 \times 0.50 \times 0.75$ ).*



- **Administrative Indirect Overhead:** Refers to the total indirect cost amount to be covered by CDBG. This amount can be calculated based on: (a) Federally Approved Indirect Cost (FAIC) rate; or (b) your organization has budgeted for indirect costs among the different line items per a verified cost allocation methodology; or (c) de minimis rate [per CRF 200.414(f) at: [https://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200\\_1414&rgn=div8](https://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1414&rgn=div8)]. The amount is calculated by multiplying the stated overhead rate by the sum of all program delivery direct costs that will be covered by CDBG and identified in the budget. The narrative must detail if the FAIC rate or de minimis rate or cost allocation plan rate will be used in the calculation, the effective dates of the rate, and how the amount for this budget line item was calculated. If a cost allocation plan is used, the percentage determined must be consistent among all budget categories. For example, if the cost allocation plan calculates 20 percent for personnel costs, then 20 percent for non-personnel costs is required. Note: a current FAIC document is required or copy of the agency's cost allocation plan upon submission of a reimbursement request. **Applicable project types: PS, CED**
  - **SAMPLE NARRATIVE:** *Per the attached FAIC rate letter received from the Department of Labor, our rate is 9 percent for FY 2022. The total amount of our program delivery direct costs to be covered by CDBG is \$85,000. Therefore, the indirect cost budget is \$7,650 (\$85,000 x 0.09).*
- **Construction/Renovation:** Refers to CDBG-funded construction and renovation costs related to permits/approvals, materials, and labor, excluding construction management, the creation of construction plans, or revisions to construction documents/drawings prior to the execution of the CDBG agreement. The narrative must detail the costs to be incurred, a description of each cost, and the activities to be done. **Applicable project types: NCIP-F**
  - **SAMPLE NARRATIVE:** *Costs to renovate an existing dilapidated warehouse into 10 classroom spaces for LMI clients seeking employment training in the electrical and plumbing trades: permits/approvals (\$5,000 to get plumbing and electrical permits from Development Services Department), materials (\$200,000 for windows, doors, drywall, pipes, lights, paint, insulation, carpet, and other related materials), and labor (\$150,000 for laborers in specialized trades). Construction/renovation activities include: install windows, doors, light fixtures, and insulation; paint new interior walls; install necessary new and rerouted plumbing and electrical connections; demolish old storage units and dispose of debris; repave ADA pathway; and other construction/renovation-related activities.*
- **Construction Management:** Refers to labor costs covering the onsite construction manager. The amount is limited to six percent (6%) of the 'Construction/Renovation' budget line item amount. The narrative must detail how the amount was calculated and the services to be provided by the construction manager. Third-party construction managers must be procured in accordance with federal procurement requirements. In addition, conflict of interest verifications must be documented prior to the selection of third-party construction managers. **Applicable project types: NCIP-F**
  - **SAMPLE NARRATIVE:** *Costs to hire a third-party construction manager to oversee all phases of the project (preconstruction, construction, and postconstruction). Services include: coordinate with all companies and agencies; prepare the specifications and construction contracts; manage the competitive bid process; coordinate all required*

*permits; develop and implement the project schedule; prepare project reporting and compliance; monitor and report on labor compliance; and other construction management-related activities. Total budget is \$65,000 (or 6 percent of 'Construction/Renovation' budget line item).*

- **Consultant Services:** Refers to costs related to third-party organizations hired by the subrecipient to perform direct client services or prepare revisions to construction documents/drawings required by the City's Development Services Department as a condition of permit or approval issuance. Costs to complete revisions to construction documents/drawings completed prior to the execution of the CDBG agreement may not be budgeted with CDBG funds. Consultants must be procured in accordance with federal procurement requirements, as applicable. In addition, conflict of interest verifications must be documented prior to the selection of consultants. A contract agreement with the consultant and agency is required in order to request a budget reimbursement for the CDBG contract. The narrative must detail what the third-party organization will be performing or preparing and how the costs were calculated. Note: a current consultant agreement is required upon submission of a reimbursement request. **Applicable project types: All**
  - *SAMPLE NARRATIVE: Budget to retain Oak Heights Community Services (OHCS) to provide mobile medical screening services to LMI clients in combination with our organization's nutrition outreach efforts. Agreement with OHCS will cover two Medical Assistants working two full days each month for one year plus medical supplies.*
  - *SAMPLE NARRATIVE: Budget to retain DesignPros, Inc., to provide as-needed revisions to construction documents/drawings pertaining to the warehouse rehabilitation project. We anticipate up to three rounds of revisions before the issuance of permits and approvals by the Development Services Department. Each revision is anticipated to cost \$2,500 for a maximum amount of \$7,500.*

## VI. SUPPORTING DOCUMENTS & CITY-PROVIDED FORMS

Refer to Attachment 3 for a list of the supporting documents your organization may be required to gather, complete, and upload to ED Grants before the CDBG agreement may be executed. Each document is described and marked to indicate whether or not the document pertains to your organization's project (per its type) and whether or not your organization must use a City-provided form.

Note that documents marked as 'If Applicable' are required to be submitted if that particular document applies to your organization's project. Documents marked as 'If Available' should be uploaded to ED Grants for City reference if they are available. If the document does not have a City-provided form associated with it, then it is your organization's responsibility to produce the document, acquire the document from a third party, or complete a third-party form.

**NOTE:** Your organization may have already submitted some of the required supporting documents during the Request for Qualifications (RFQ) phase or Request for Proposals (RFP) phase. Your assigned City project manager has reviewed those documents and imported the ones relevant to the execution of the CDBG agreement. It is your responsibility to review those imported documents and ensure that they are still current. You will also need to upload the

other supporting documents that are missing but required. Only when all required supporting documents can the CDBG agreement be released for execution.

Refer to Attachment 2 of this document for a step-by-step guide on how to upload supporting documents to ED Grants.

#### *Liability Insurance Coverage*

Your organization will need to demonstrate it has adequate insurance coverage as required by the CDBG agreement. The insurance coverage requirements are based on City policy and cannot be waived. **Failure to present evidence of adequate insurance coverage will preclude the CDBG agreement from being executed.** Based on experience, compliance with the insurance coverage requirements tends to be one of the biggest hurdles in getting a CDBG agreement executed on time. Therefore, your organization must immediately and proactively work with its insurance broker to ensure adequate coverage and the proper endorsements. Refer to Attachment 1 for a checklist and guide on the insurance coverage requirements.

#### *Written Policies & Procedures*

Federal regulations require that all organizations receiving federal grants must have certain Board-approved policies and procedures in place to ensure proper controls, best practices, and services are being implemented. The following is a list of the policies and procedures that your assigned City project manager will need to receive and review:

- Client Grievance Policy & Procedures
- Subcontractor/Vendor Grievance Policy & Procedures
- Financial Management Policy & Procedures
- Procurement Policy & Procedures
- Records Retention Policy
- LMI Verification & CDBG Eligibility Procedures

Refer to Attachment 3 for a description of the above items. Refer to Attachment 4 for sample policies and procedures (note they are **samples only** to give you an idea of what the City is looking for and should not be construed as official templates for your organization's use and adoption). City staff will review your organization's current policies and procedures for conformity with federal regulations. Any deficiencies identified will need to be corrected via a Board-approved revision of existing policies and procedures or via Board adoption of new policies and procedures. **While deficient or non-existent policies and procedures will not necessarily preclude the CDBG agreement from being executed per se, City staff will work with you to ensure and confirm all required policies and procedures are in place by the end of the first quarter of the project implementation period (that is, by September 30, 2023).** Failure to have them may result in adverse monitoring findings or concerns against your organization and an adverse impact on its ability to compete successfully for future CDBG funding or enter into a future CDBG agreement with the City.

#### *Living Wage Ordinance Compliance*

The City of San Diego requires that an organization working on or under the authority of an agreement subject to the [Living Wage Ordinance](#) (LWO) (which includes CDBG agreements) comply with all applicable provisions of the LWO unless specifically approved for an exemption. Detailed information on the LWO and compliance requirements may be accessed

by visiting the City's website. Any questions regarding the LWO should be directed to (619) 236-6054 or [ContactLWO@sandiego.gov](mailto:ContactLWO@sandiego.gov). **Failure to present evidence of compliance with the LWO or an approved exemption request will delay or preclude the CDBG agreement from being executed.** Therefore, it is imperative for your organization to familiarize itself with the requirements as soon as possible and proactively take steps to document compliance or file an exemption request. Note that compliance is on a project-by-project basis and not on an organization basis (e.g., if a subrecipient has two CDBG agreements with the City, then two separate compliance efforts must be conducted by the subrecipient to cover both projects). Additional information on the LWO, including sample compliance packets, may be accessed via ED Grants under the 'Attachments' tab of the award or in Attachment 4 to this guide. **The LWO compliance packet must be uploaded to ED Grants under the 'Agreement Checklist' tab of the award as line number 13 so that LWO staff can review it and make a compliance determination.**

#### *Naming Convention for Supporting Documents*

Refer to Attachment 3 for a table of supporting documents that your organization may be required to upload to ED Grants prior to the execution of the CDBG agreement. **Each supporting document must be in PDF format and must be named following the naming convention listed in Attachment 3.**

## **VII. ATTACHMENTS**

1. **Purchasing & Contracting Insurance Checklist**
2. **ED Grants Agreement Execution Guide**
3. **Index of Supporting Documents & City-Provided Forms**
4. **Sample Written Policies & Procedures/LWO Packet/Sample Board Authorizations**
5. **Acronyms & Initialisms**

## Purchasing & Contracting Insurance Checklist

This checklist is for reference only. It does not reflect all insurance requirements. Actual contractual requirements may vary.

Certificate of Insurance	
	1. The full name of the party to the contract must be listed as the insured.
	2. All Policies must be current.
	3. All coverage limits required in the contract must be reflected on the Certificate of Insurance:
	A. Commercial General Liability with a current policy term and limits as stated in the General Contract Terms and Provisions of the contract. The City's minimum limits are \$1 million per Occurrence and \$2 million General Aggregate. However, be sure to confirm that coverage limits reflected follow the contract requirements.
	I. For Commercial General Liability, the occurrence box must be (X) marked.
	B. Automobile Liability with a current policy term and limit of \$1 million Combined Single Limit. Coverage must reflect what is stated in the General Terms and Provisions of your contract.
	C. Workers Compensation with a current policy term and limits of \$1 million. Coverage must reflect what is stated in the General Terms and Provisions of your contract.
	I. For Workers Compensation, the subrogation box must be (X) marked.
	D. Professional Liability (Errors & Omissions) for Consultant contracts, Certificate of Insurance appropriate for Contractor's profession with a minimum limit of \$1 million per Occurrence or claim and \$2 million Aggregate.
	4. The bottom part of the Acord Certificate of Insurance must have an Authorized Representative's signature.
	5. Certificate Holder must be: City of San Diego and the corresponding department, or just the City of San Diego.

Endorsements are modifications to the policy. You must ensure you have the required coverage either through an actual endorsement (separate from the Certificate of Insurance) or the page on the policy that provides said coverage.

## Purchasing & Contracting Insurance Checklist

### Endorsements for Commercial General Liability

	1. All Endorsements must have the policy number(s) printed on them.
	2. All endorsements are to cover The City, its officers, officials, employees, and volunteers as additional insureds on the CGL policy.
	3. Additional Insured Coverage can be provided in the form of the following:
	A. ISO Form CG 20 10 11 85 or if not available;
	B. The addition of <u>both</u> CG 20 10, CG 20 26, CG 20 33, or CG 20 28; <u>and</u> CG 20 37.
	C. A Blanket Additional Insured Endorsement is acceptable.
	D. The page in the policy that provides Additional Insured coverage when required by contract.
	4. Primary Coverage can be provided in the following form Endorsements:
	A. At least as broad as ISO CG 20 01 04 13 or coverage at least as broad.
	B. The page in the policy that provides Primary & Non-Contributory coverage when required by contract.

### Endorsements for Workers Compensation

	1. All Endorsements must have the policy number(s) printed on them.
	2. The following endorsement is required:
	A. Waiver of Subrogation Endorsement. Endorsement must be applicable in the state of California.

### Acceptability of Insurers

	1. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VI.
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: PRIMARY CONTACT AT PRODUCER OR AGENCY
FULL NAME OF THE PRODUCER OR AGENCY	PHONE (A/C, No, Ext): PROVIDE TELEPHONE NO. FAX (A/C, No):
MAILING ADDRESS OF THE PRODUCER	E-MAIL ADDRESS: PROVIDE EMAIL ADDRESS
CITY / STATE / ZIP CODE	INSURER(S) AFFORDING COVERAGE
	INSURER A: INSURER'S FULL LEGAL COMPANY NAME NAIC #
INSURED	INSURER B:
NAME OF CONTRACTOR	INSURER C:
MAILING ADDRESS OF CONTRACTOR	INSURER D:
	INSURER E:
CITY / STATE / ZIP CODE	INSURER F:

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$
			CGL POLICY NUMBER	12/01/16	12/01/2017	PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	AUTO POLICY NUMBER	12/01/2016	12/01/2017	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	WC POLICY NUMBER	12/01/2016	12/01/2017	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE CITY, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF SAN DIEGO  
ECONOMIC DEVELOPMENT DEPARTMENT  
1200 THIRD AVENUE, SUITE 1400  
SAN DIEGO, CA 92101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
MUST BE SIGNED

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### **SCHEDULE**

**Name of Person or Organization:**

The City, its officers, officials, employees, and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
The City, its officers, officials, employees, and volunteers	All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City, its officers, officials, employees, and volunteers	All Operations
Information required to complete this Schedule, not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY - AUTOMATIC STATUS WHEN REQUIRED IN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured** is **amended** to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations for the additional insured; or
  2. In connection with premises owned by or rented to you.
- But only for:
1. The limits of insurance specified in such written contract or agreement, but in no event for limits of insurance in excess of the applicable limits of insurance of this policy; and
  2. "Occurrences" or coverages not otherwise excluded in the policy to which this endorsement applies.
- B. Status as an additional insured for the person or organization to which this endorsement applies:**
1. Commences during the policy period and after such written contract or agreement has been executed; and
  2. Ends when:
    - a. Your ongoing operations for that additional insured are completed;
    - b. The contractor's contract or agreement is terminated;
    - c. The lease of premises expires; or
    - d. Your policy cancels or expires,
 whichever occurs first.
- C. The following is added to 4.a. of Other Insurance of Section IV - Commercial General Liability Conditions:**
- If required in a written contract, your policy is primary and noncontributory in the event of an "occurrence" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf that occurs while performing ongoing operations for the additional insured, or in connection with premises owned by or rented to you.
- D. With respect to the insurance afforded to the additional insured, the following exclusions apply:**
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work on this project, including materials, parts, or equipment furnished in connection with such work (other than service, maintenance, or repairs), to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.

INCLUDE POLICY NUMBER

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED ENDORSEMENT  
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE  
&  
BLANKET WAIVER OF SUBROGATION  
Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

BUSINESS ACCOUNT PACKAGE POLICY – BUSINESS LIABILITY COVERAGE FORM  
BUSINESS ACCOUNT PACKAGE POLICY – COMMON POLICY CONDITIONS

- A. WHO IS AN INSURED (Section C)** of the Business Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
  2. Executed prior to the "bodily injury," "property damage," "personal injury" or "advertising injury."
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
  2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  3. The coverage provided to the additional insured within this endorsement and section titled **DEFINITIONS – "Insured Contract" (Section F.8)** within the Business Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
  4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
    - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
    - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
  5. This insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of:
    - a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.
- C. GENERAL CONDITIONS – Duties In The Event of Occurrence, Offense, Claim or Suit (Section E.2)** of the Business Liability Coverage Form is amended to add the following:
- An additional insured under this endorsement will as soon as practicable:
1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

**D. OTHER INSURANCE (Section H. 2 & 3)** of the Common Policy Conditions are deleted and replaced with the following:

2. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.
3. When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional

insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section J.2)** of the Common Policy Conditions is deleted and replaced with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be -- % of the California workers' compensation premium otherwise due on such remuneration.

### SCHEDULE

#### PERSON OR ORGANIZATION

CITY OF SAN DIEGO, ITS RESPECTIVE  
ELECTED OFFICIALS, OFFICERS, EMPLOYEES,  
AGENTS, AND REPRESENTATIVES

#### JOB DESCRIPTION

ALL OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective **INCLUDE DATE** Policy No. **INCLUDE POLICY NUMBER**

Endorsement No. **00**

Insured **CONTRACTOR'S NAME**

Premium \$ ---.---

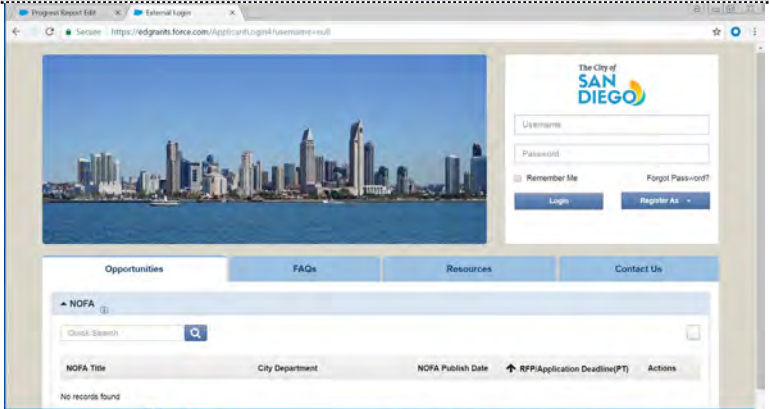
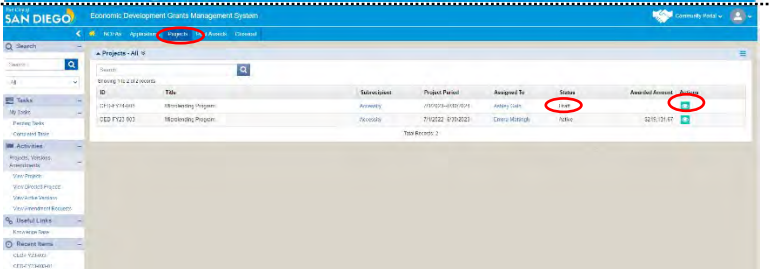
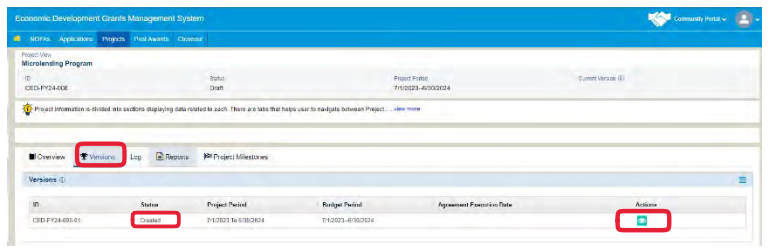
Insurance Company **INCLUDE INSURANCE COMPANY**

Countersigned By **INCLUDE SIGNATURE**

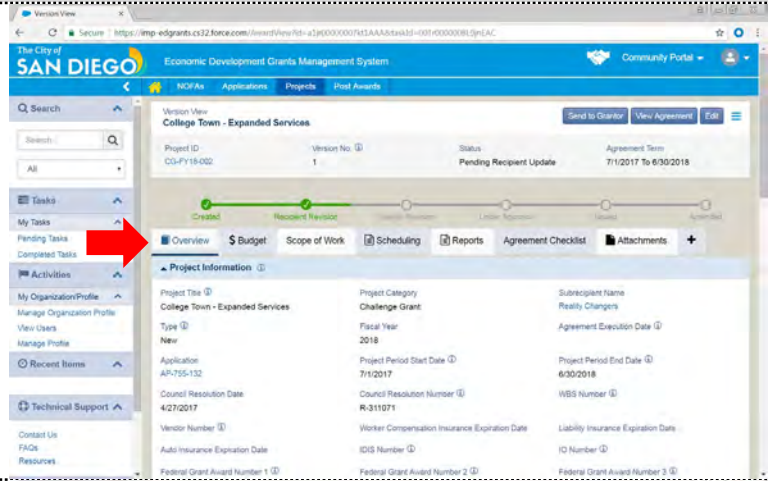
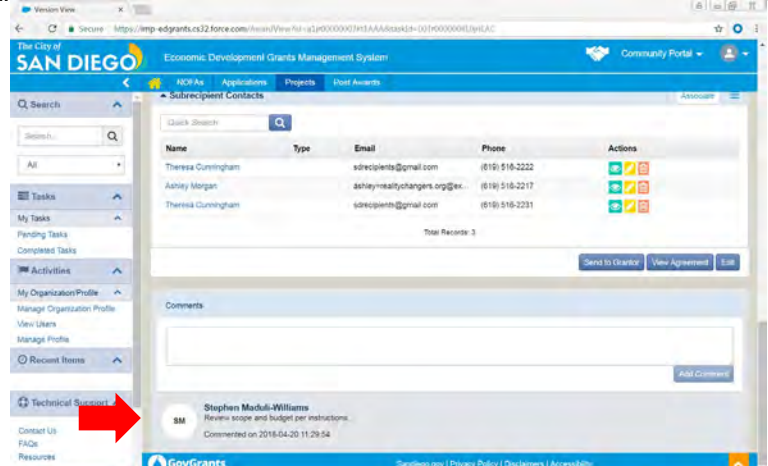
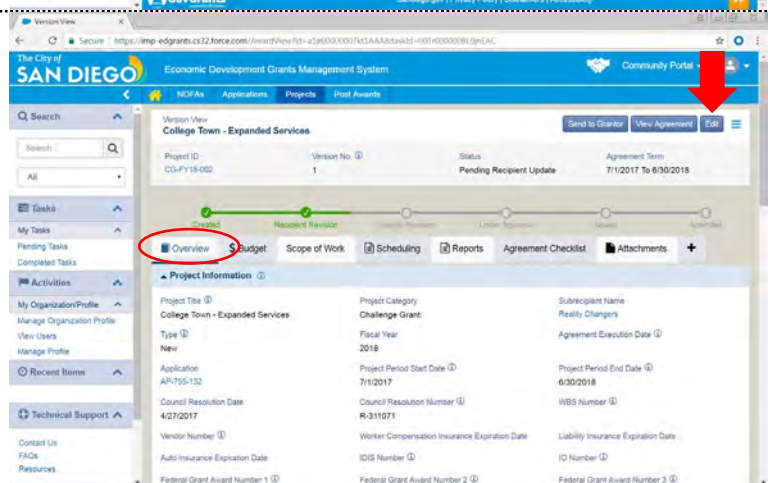
- 1998 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.  
From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.

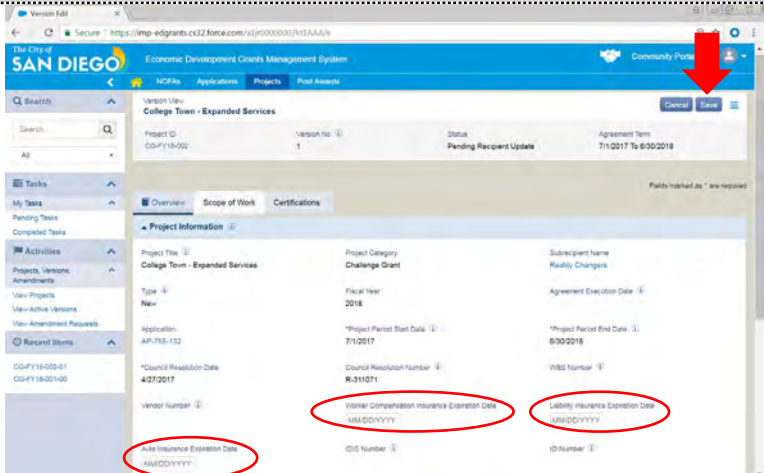
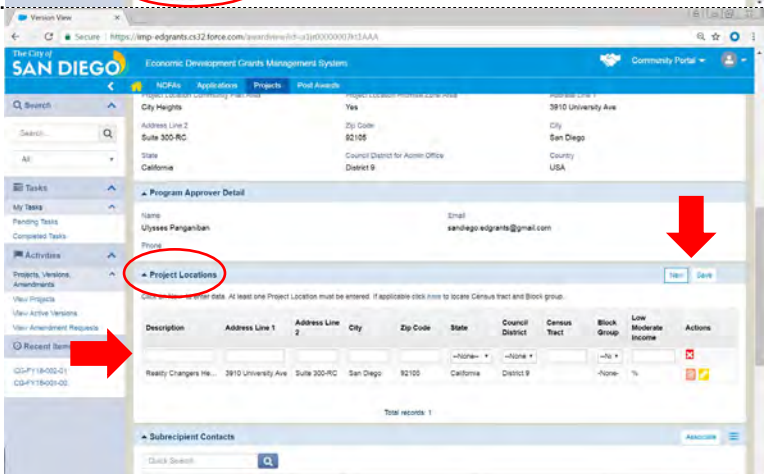
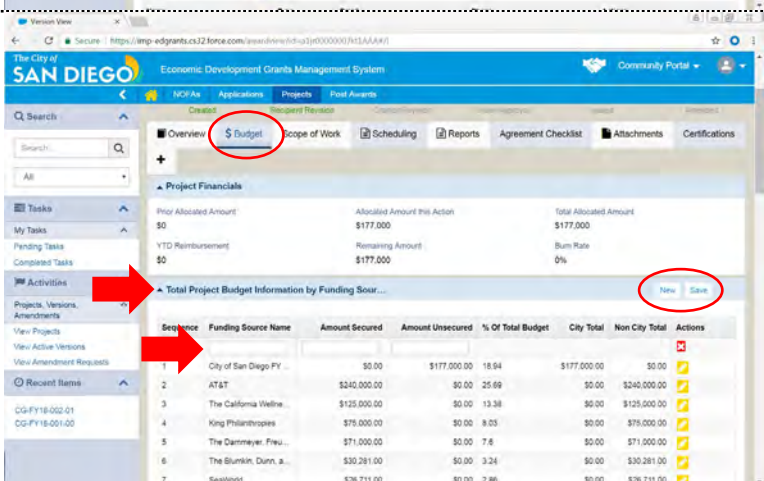
**You will learn:**

- How to review and edit a draft CDBG agreement in ED Grants
- How to add milestones/tasks and target dates to the project schedule of a draft CDBG agreement in ED Grants
- How to edit your organization's Board of Directors information in ED Grants
- How to approve (electronically sign) a CDBG agreement in ED Grants

Step	Description	Screenshot
1	Log into <a href="http://edgrants.force.com">http://edgrants.force.com</a> using the credentials for either the Primary Representative or Secondary Representative of your organization. <b>NOTE:</b> While both the Primary Representative and Secondary Representative are able to work on the draft CDBG agreement, only the Primary Representative will be able to officially approve it and send the draft back to the City. ED Grants is optimized to function using the Google Chrome browser.	
2	Go to the 'Projects' tab. Look for the project containing 'Draft' in the 'Status' column. Click on the corresponding eyeball icon (👁️) under the 'Actions' column to open it.	
3	Go to the 'Versions' tab. Look for the project containing 'Created' in the 'Status' column. Click on the corresponding eyeball icon (👁️) under the 'Actions' column to open it.	

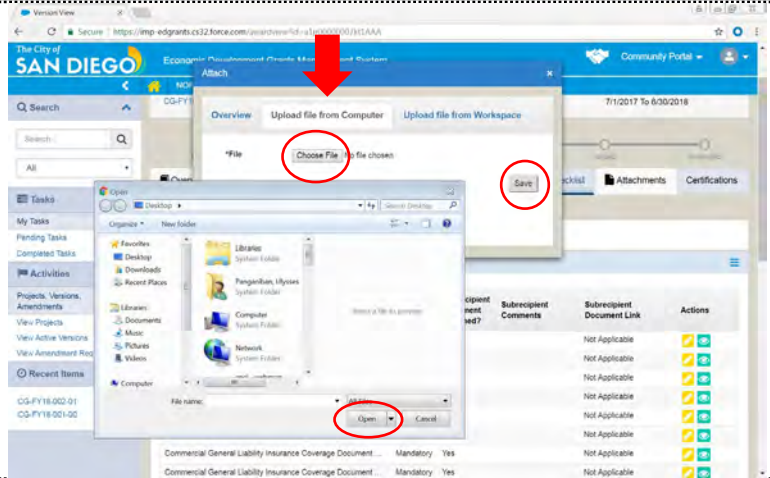
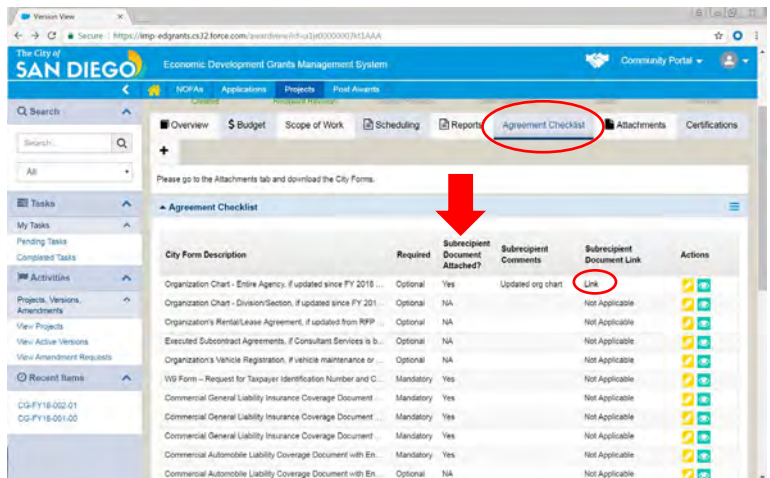
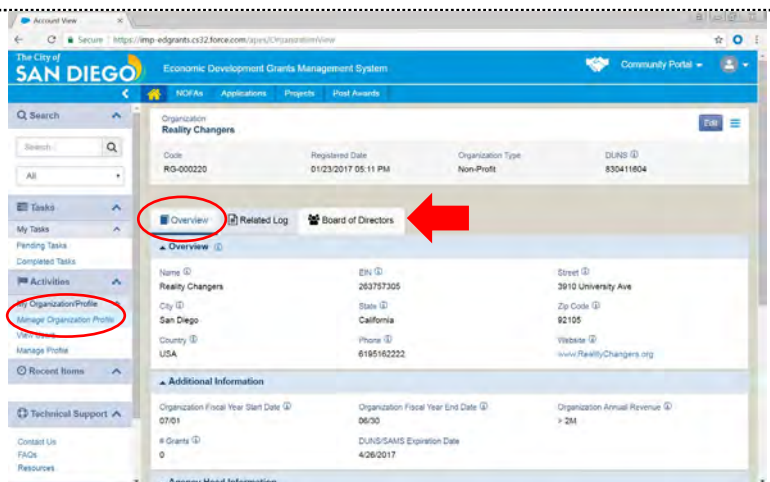


Step	Description	Screenshot
4	You should now see the draft agreement in view mode only with the following tabs: <b>'Overview,' 'Budget,' 'Scope of Work,' 'Scheduling,' 'Agreement Checklist,' 'Attachments,' 'Certifications,' and 'Project Milestones.'</b> Click on each tab to review the content for accuracy.	
5	Scroll to the bottom of the agreement and look for the <b>'Comments'</b> field and log. Review any comments and instructions provided by your assigned City project manager.	
6	Scroll back to the top of the agreement and click on the <b>'Overview'</b> tab to display its fields. Next, click on the <b>'Edit'</b> button near the top-right corner to open the fields you can populate. These fields include the insurance expiration dates in the <b>'Project Information'</b> section and the project location fields in the <b>'Subrecipient Information'</b> section.	

Step	Description	Screenshot
7	Populate the open fields with the correct information and then click on the 'Save' button near the top-right corner to preserve your work.	
8	While still in the 'Overview' tab, scroll to the 'Project Locations' section. You will need to enter at least one site where your organization's project will be implemented or constructed. Click on the 'New' button to open a line and populate the fields. When finished, click on the 'Save' button to preserve your work. Repeat this step as many times as necessary to enter all the project sites. <b>NOTE:</b> For single-family housing rehabilitation (SHR) projects, each house to be rehabilitated should be entered as its own line.	
9	Scroll back to the top of the agreement and click on the 'Budget' tab to display its fields. You may modify the 'Total Project Budget Information by Funding Sources' section by adding new funding sources only, if needed. Click on the 'New' button to add a new funding source line and populate the fields. Click on the 'Save' button to preserve your work. <b>NOTE:</b> Any other modifications without prior City authorization will be rejected by City staff.	

Step	Description	Screenshot
10	<p>The <b>'Total Projects Funds'</b> section outlines the anticipated uses of the project funds (both CDBG and non-CDBG). The amounts in the <b>'Proposed City Amount'</b> column are the same as originally entered in the RFP response. The amounts in the <b>'Actual City Amount'</b> column and <b>'Budget Difference'</b> column reflect the modifications to those amounts by City staff and your organization. The amounts in the <b>'Non-City Amount'</b> column show how much of that line item budget is coming from non-CDBG sources. Click on the arrow icon in the <b>'Actions'</b> column to modify the corresponding line item's narrative and/or amount. Click on the <b>'Save'</b> button to preserve your work. <b>NOTE: Any modifications without prior City authorization or counter to City instructions will be rejected by City staff.</b></p>	
11	<p>Scroll back to the top of the agreement and click on the <b>'Agreement Checklist'</b> tab to display its fields. Here you will need to upload the required documents. To upload a document, click on the pencil icon to call up a popup window. In the popup window, click on the <b>'Overview'</b> tab. For the <b>'Attached'</b> field, select <b>'Yes'</b> if you are uploading a document or <b>'N/A'</b> if you are not. Populate the <b>'Comments'</b> field with a description of the document or why your organization is not required to upload a document. <b>NOTE: Documents uploaded should be named according to the naming convention found in the Execution Handbook. All items on the list have at least a comment, regardless if they are mandatory or optional.</b></p>	

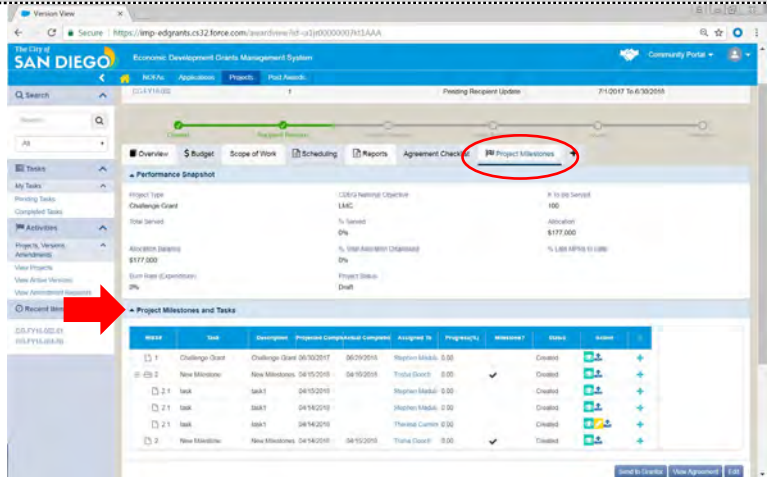
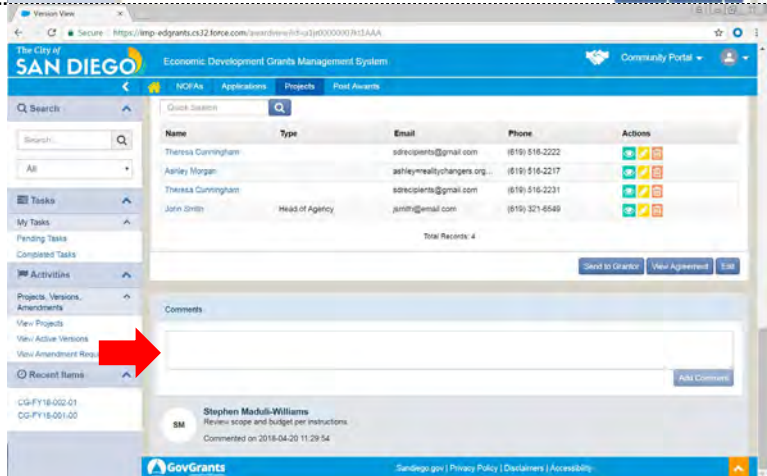
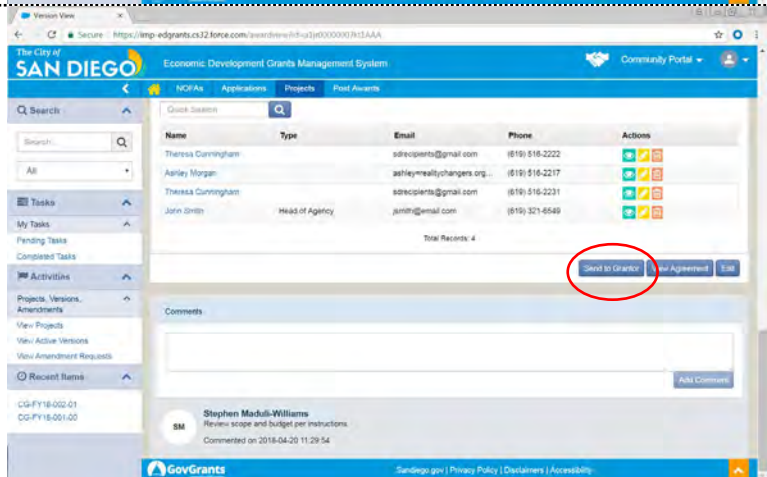


Step	Description	Screenshot
12	In the popup window, click on the <b>'Upload File from Computer'</b> tab. Click on the <b>'Choose File'</b> button to navigate to the file you would like to upload from your local computer and then click on the <b>'Open'</b> button to upload the file to the system. Click on the <b>'Save'</b> button to complete the task. <b>NOTE: The 'Upload File from Workspace' tab can be used to select from a list of previously uploaded documents that are available for use again.</b>	
13	Review the <b>'Agreement Checklist'</b> tab once you have uploaded all the required documents. A <b>'Yes'</b> in the <b>'Subrecipient Document Attached'</b> column indicates a document has been uploaded to that checklist item, while an <b>'N/A'</b> indicates no document has been uploaded. To view previously uploaded documents, click on the corresponding <b>'Link'</b> in the <b>'Subrecipient Document Link'</b> column. <b>NOTE: If you need to replace a previously uploaded document, you may do so by repeating steps 10 and 11. The system will preserve the previous version in the 'Attachments' tab, but the new version will now be linked to the corresponding checklist item.</b>	
14	To add staff from your organization to the <b>'Subrecipient Contacts'</b> section of the <b>'Overview'</b> tab, click on the <b>'Home'</b> tab (🏠) and then click on <b>'Manage Organization Profile'</b> along the left side. You should now see the following three tabs: <b>'Overview,' 'Related Log,'</b> and <b>'Board of Directors.'</b> Click on the <b>'Overview'</b> tab.	

Step	Description	Screenshot
15	<p>Within the <b>'Overview'</b> tab, scroll down to the <b>'Contacts'</b> section. Click on the <b>'New'</b> button.</p> <p><b>NOTE:</b> The Primary Representative and the Secondary Representative should already be listed here at the very least.</p>	
16	<p>ED Grants will open a new screen where you can enter all the details for the new contact. Enter all required information. Fields with a red asterisk are required. Once you are finished, click on the <b>'Save'</b> button. Click on the <b>'Back'</b> button to return to the <b>'Overview'</b> tab of the <b>'Organization Profile'</b> screen. Do not use your browser's back button. Repeat this step to add as many contacts as needed.</p> <p><b>NOTE:</b> You can assign a <b>'Primary'</b> or <b>'Secondary'</b> role to each new contact. However, there should only be one <b>'Primary'</b> contact at any given time. All other contacts should be <b>'Secondary.'</b> Contacts added here cannot be deleted by you. If you need to delete a contact or change the email address after saving, send your request to City staff.</p>	
17	<p><b>TIP:</b> While you are on the <b>'Organization Profile'</b> page, you may also consider reviewing the <b>'Board of Directors'</b> tab and making any necessary updates since the RFP phase.</p>	

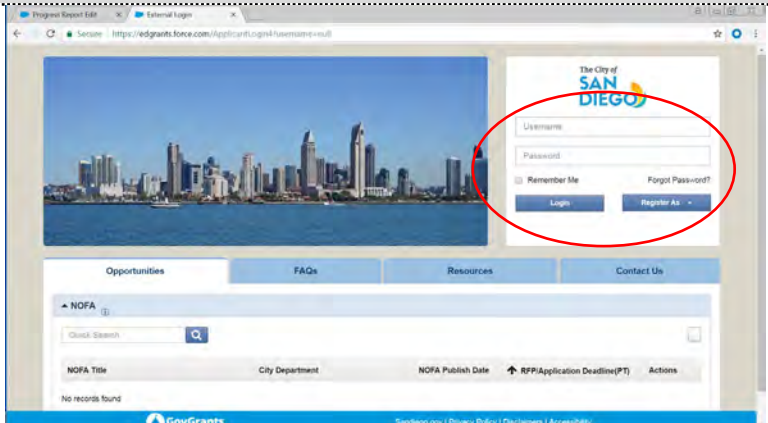
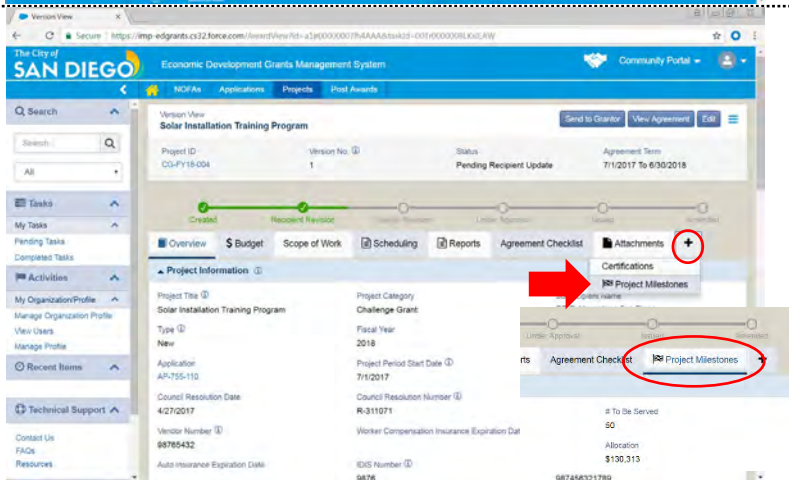
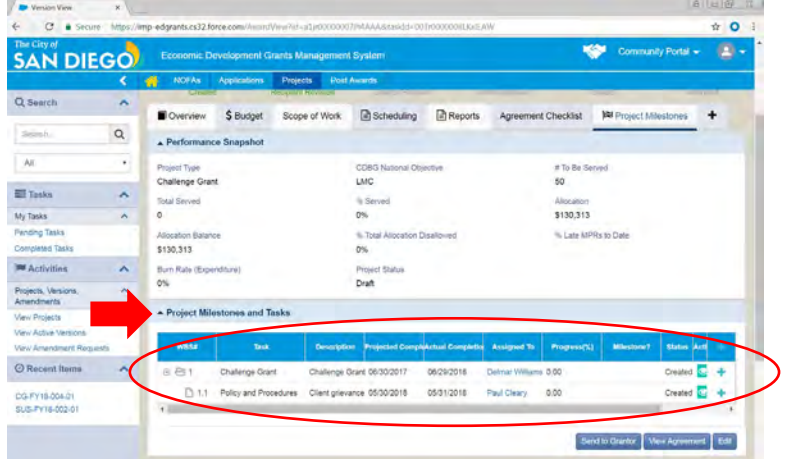


Step	Description	Screenshot
18	Once the new contact(s) have been added to the <b>'Organization Profile'</b> page, navigate back to the <b>'Overview'</b> tab of the draft agreement and scroll to the <b>'Subrecipient Contacts'</b> section.	
19	Click on the <b>'Associate'</b> button to call up a popup window. In the <b>'Contact'</b> field, search for and select the contact person's name you would like to associate with the agreement. In the <b>'Type'</b> field, select the contact's role with regard to the agreement. Click on the <b>'Save'</b> button to complete the association. <b>NOTE:</b> Make sure to indicate a <b>'Type'</b> for each name already listed in the <b>'Subrecipient Contacts'</b> section by clicking on the pencil icon corresponding to each name.	
20	Click on the <b>'Certifications'</b> tab and then click on the <b>'Edit'</b> button to open the acknowledgement field. The tab lists the laws, regulations, and orders your organization must agree to comply with to receive CDBG funds. They are the same ones incorporated into the CDBG agreement that you may review by clicking on the <b>'View Agreement'</b> tab. To indicate acknowledgement, click on the check box next to the statement towards the bottom of the screen. Then click on <b>'Save.'</b> <b>NOTE:</b> If you do not indicate acknowledgement, the system will display an error message upon submission of the draft award back to the City, and the agreement will be precluded from being executed.	

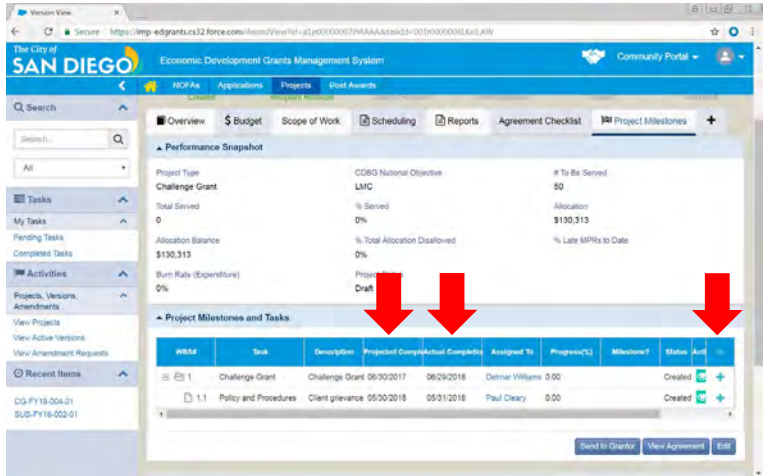
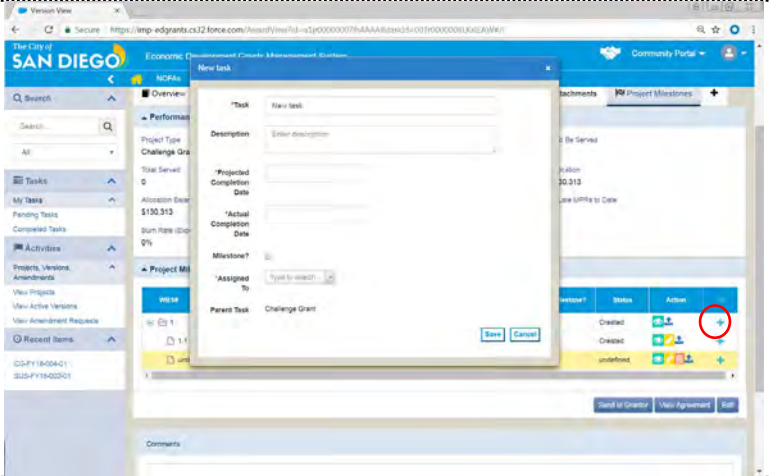
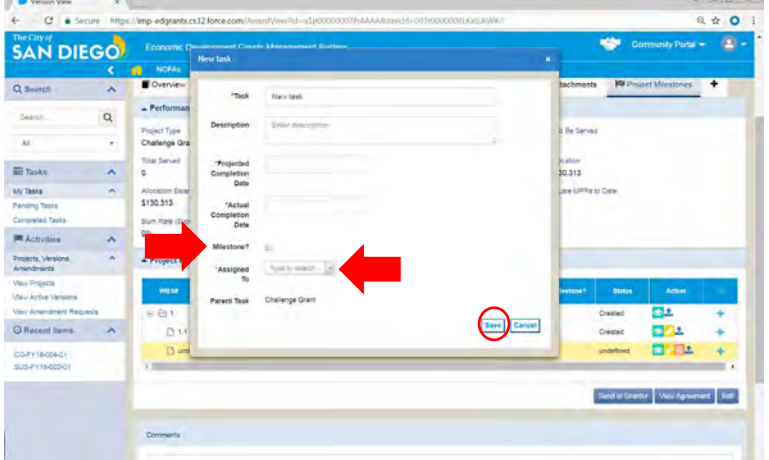
Step	Description	Screenshot
21	Click on the <b>'Project Milestones'</b> tab and refresh the page to populate the <b>'Project Milestones and Tasks'</b> section. Follow the steps on how to enter milestones and tasks below to complete this section. <b>NOTE:</b> Consult with your assigned City project manager for any questions on the milestones and tasks.	
22	Once you have completed your review of the draft agreement but before you send it back to the City, you must scroll to the bottom of the agreement and enter a description of the information or modifications you made in the <b>'Comments'</b> field and any questions you may have for City staff. Click on the <b>'Add Comment'</b> button to save your entry. <b>NOTE:</b> Comments, once saved, cannot be edited or deleted.	
23	After saving your comments, click on the <b>'Submit to Grantor'</b> button to return the draft agreement to your assigned City project manager for review.	
24	The above steps may be repeated as many times needed until your assigned City project manager is satisfied with the agreement and all required documents have been uploaded.	<b>End</b>



## How to add milestones/tasks and target dates into the project schedule:

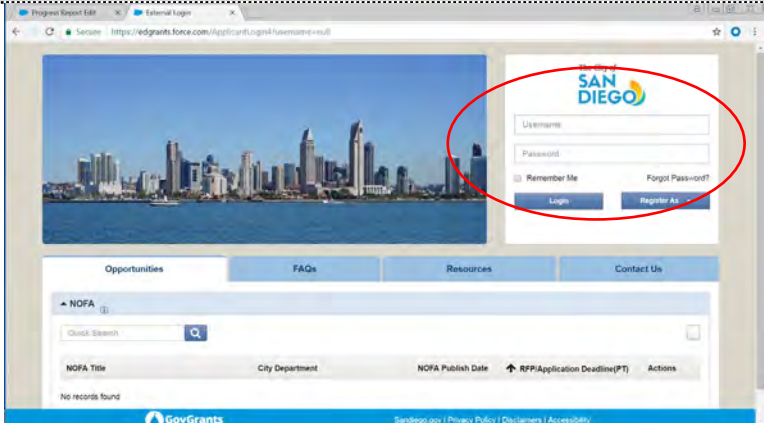
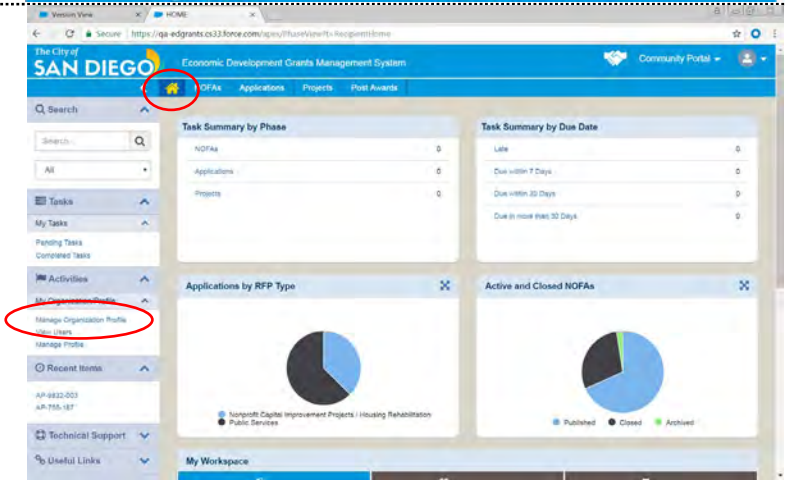
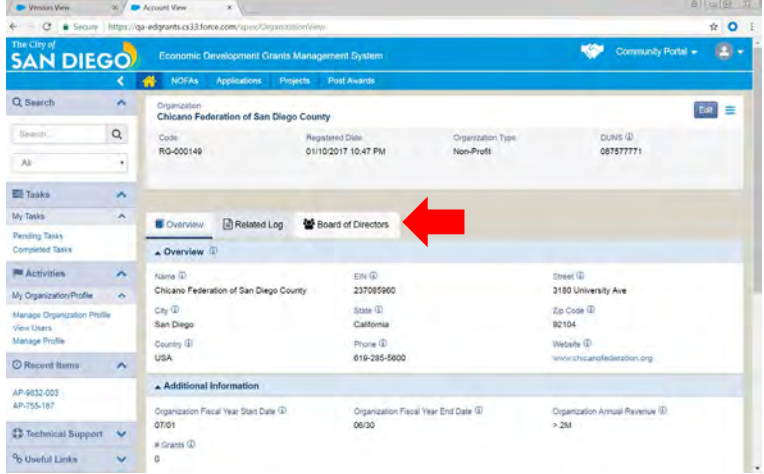
Step	Description	Screenshot																											
1	Log into <a href="http://edgrants.force.com">http://edgrants.force.com</a> using the credentials for the Primary Representative or Secondary Representative of your organization. <b>NOTE:</b> While both the Primary Representative and Secondary Representative are able to work on the draft CDBG agreement, only the Primary Representative will be able to officially approve it. ED Grants is optimized to function using the Google Chrome browser.																												
2	Depending on the display size of your screen, you may need to click on the '+' tab to display the 'Project Milestones' tab. Click on the 'Project Milestones' tab when visible.																												
3	Click on your keyboard's F5 button or your browser's refresh icon to activate the milestones and tasks in the 'Project Milestones and Tasks' section. <b>NOTE:</b> If you do not refresh the screen, you will only see a blank box.	 <table><thead><tr><th>ID</th><th>Task</th><th>Description</th><th>Projected Complete/Actual Complete</th><th>Assigned To</th><th>Progress(%)</th><th>Milestone?</th><th>Status</th><th>Action</th></tr></thead><tbody><tr><td>1</td><td>Challenge Grant</td><td>Challenge Grant 06/30/2017</td><td>06/29/2018</td><td>Debra Williams</td><td>0.00</td><td></td><td>Created</td><td>+</td></tr><tr><td>1.1</td><td>Policy and Procedures</td><td>Client grievance 05/30/2018</td><td>05/31/2018</td><td>Paul Cleary</td><td>0.00</td><td></td><td>Created</td><td>+</td></tr></tbody></table>	ID	Task	Description	Projected Complete/Actual Complete	Assigned To	Progress(%)	Milestone?	Status	Action	1	Challenge Grant	Challenge Grant 06/30/2017	06/29/2018	Debra Williams	0.00		Created	+	1.1	Policy and Procedures	Client grievance 05/30/2018	05/31/2018	Paul Cleary	0.00		Created	+
ID	Task	Description	Projected Complete/Actual Complete	Assigned To	Progress(%)	Milestone?	Status	Action																					
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1.1	Policy and Procedures	Client grievance 05/30/2018	05/31/2018	Paul Cleary	0.00		Created	+																					



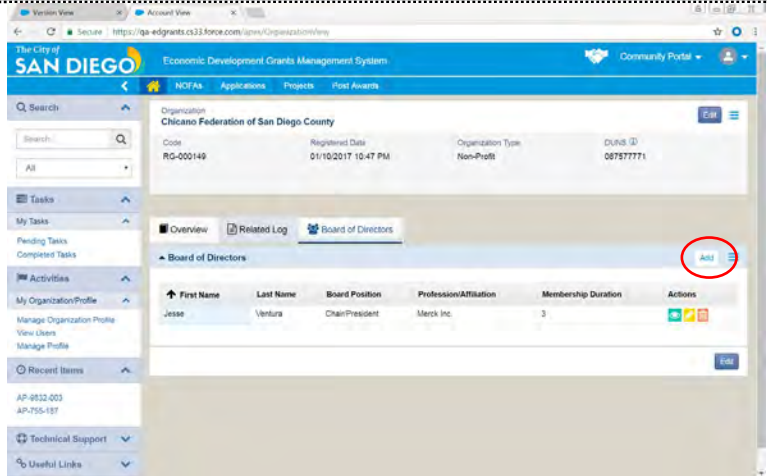
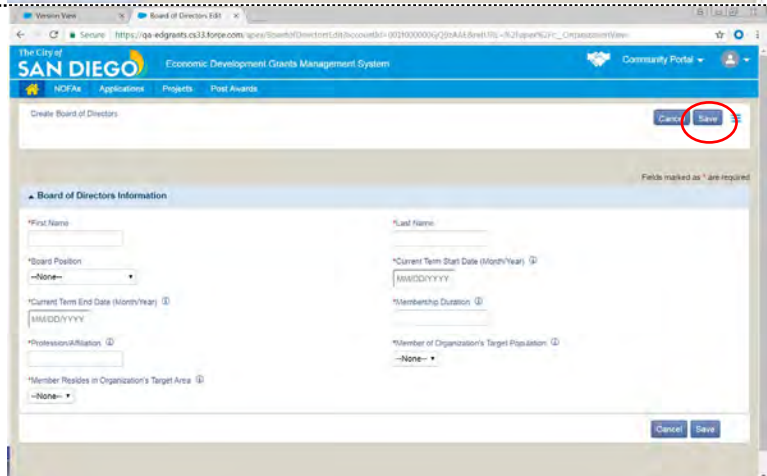
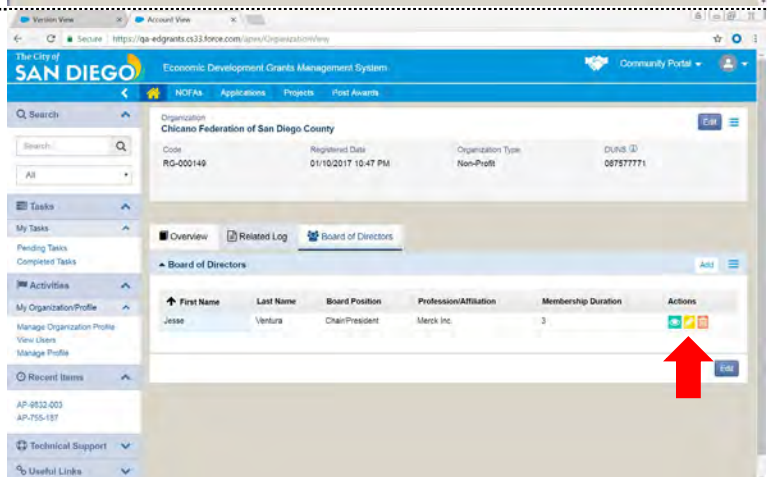
Step	Description	Screenshot
4	After the refresh, you will see a list of default milestones and tasks listed. Each milestone can be composed of one or more tasks with a projected completion date associated with it. It will be your responsibility during project implementation to track the milestones and tasks and enter a completion date for each one during the appropriate times. You may also upload documents associated with each milestone or task. Your assigned City project manager will be using this tracker to monitor the progress of the implementation of your project. <b>NOTE:</b> You may need to adjust the column widths of the columns of the tracker to view all the columns, including the '+' column to be able to add new milestones and tasks.	
5	Review the default milestones and tasks. If you have any questions or requested edits, contact your assigned City project manager to discuss your question or request <b>prior</b> to making any edits to the tracker. He or she will determine whether or not to authorize any edits. To add a milestone or task, click on the '+' icon in the right-most column to activate a popup window. <b>NOTE:</b> Authorized edits are limited to adding new milestones and tasks and updating the projected completion date of existing ones.	
6	Populate the fields of the popup window. If this is a new milestone, select the 'Milestone?' option; if it is a new task, do not check the option. You may optionally assign a task or milestone to a specific person listed as a project contact in ED Grants. Once you are finished, click on 'Save.' <b>NOTE:</b> New tasks will be filed under the parent milestone or task corresponding to the '+' icon clicked on to activate the popup window.	

Step	Description	Screenshot
7	<p>You may use the eyeball (👁️), pencil (✎️), or trash (🗑️) icon to view, edit, or delete, respectively, the milestone or task created.</p> <p><b>NOTE:</b> You can delete only the tasks or milestones that you have created.</p>	
8	<p>You will notice that there is an upward-pointing arrow icon (⬆️) for each milestone and task. Click on this icon to activate a popup window to upload a document associated with that particular milestone or task during project implementation. Click on the 'Add' button and follow the prompts to upload your document.</p>	
9	<p>Repeat steps 6 and 7 above for each authorized milestone or task. Once you are finished, review the tracker, making sure to expand all the folders of the parent milestones and tasks to view their children. The milestones, tasks, and projected completion dates should all together accurately reflect the implementation schedule of your project against which the City can evaluate the progress of the implementation, during which you will be able to enter actual completion dates and, if necessary, upload corresponding documents.</p>	
10	<p>Once the agreement has been executed, only your assigned City project manager will be able to add or delete milestones and tasks.</p>	<p><b>End</b></p>

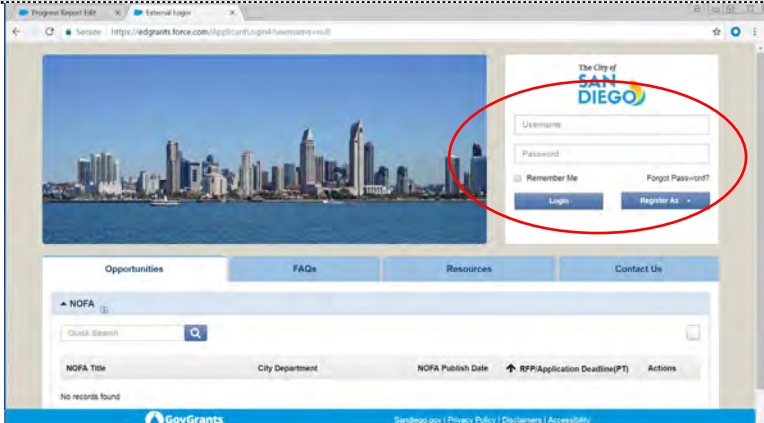
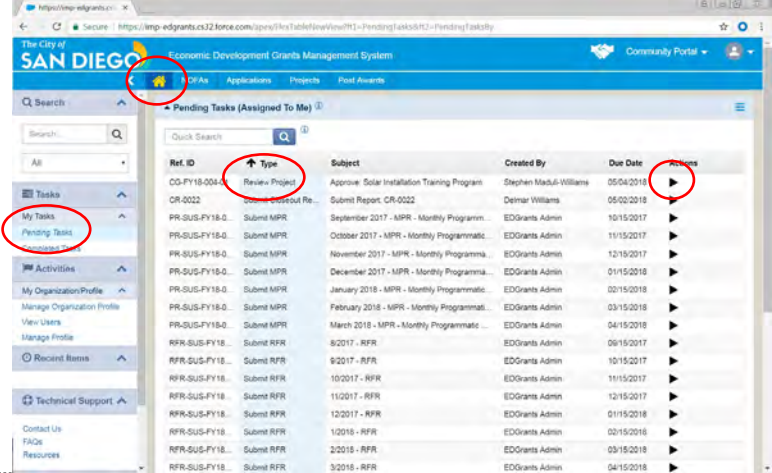
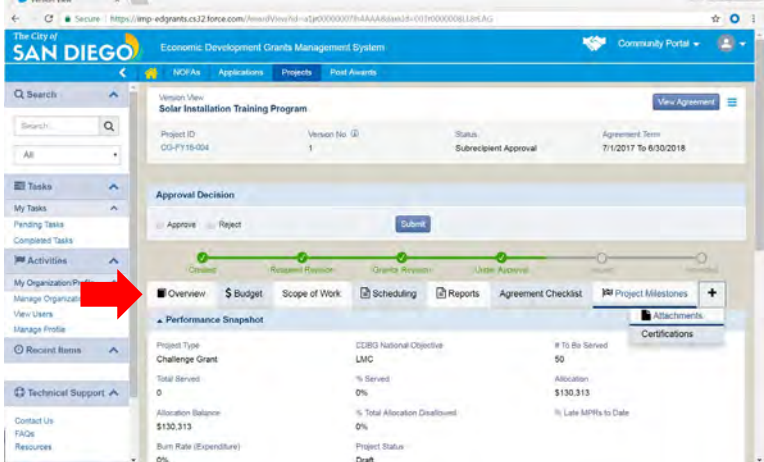
## How to edit your organization's Board of Directors information:

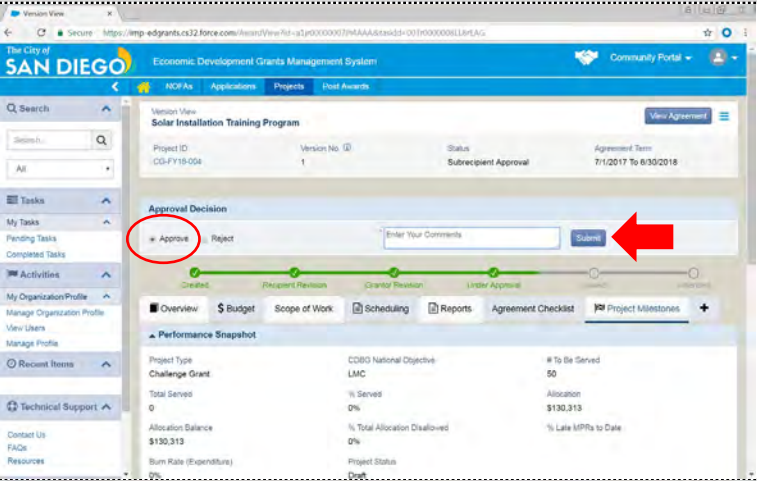
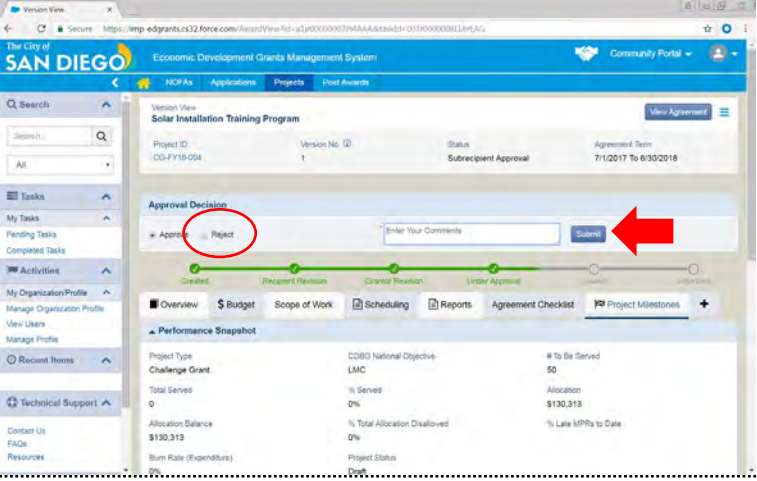
Step	Description	Screenshot
1	Log into <a href="http://edgrants.force.com">http://edgrants.force.com</a> using the credentials the Primary Representative of your organization.	
2	Click on the 'Home' tab (🏠) and then click on 'Manage Organization Profile' along the left side.	
3	You should now see three tabs: 'Overview,' 'Related Log,' and 'Board of Directors.' Click on the 'Board of Directors' tab.	



Step	Description	Screenshot
4	Click on the <b>'Add'</b> button to open a page where the profile of one board member may be entered.	
5	Fill out the fields on the page, using the help text icons provided (i) for guidance and clarification. When you are finished, click on the <b>'Save'</b> button. Repeat steps 3–5 for each board member until all members have been entered.	
6	To edit a board member profile previously entered, click on the <b>'Board of Directors'</b> tab and one of the icons in the <b>'Actions'</b> column. The trash can icon (🗑️) deletes the entire existing profile from the system. The pencil icon (✎️) opens the profile for editing, after which the <b>'Save'</b> button should be clicked to preserve the changes. The eyeball icon (👁️) opens the profile for viewing only.	
7	You may update the <b>'Board of Directors'</b> tab at any time by following the above steps.	<b>End</b>

## How to approve (electronically sign) a CDBG agreement in ED Grants:

Step	Description	Screenshot
1	Log into <a href="http://edgrants.force.com">http://edgrants.force.com</a> using the credentials for the Primary Representative of your organization. <b>NOTE:</b> While both the Primary Representative and Secondary Representative are able to work on the draft CDBG agreement, only the Primary Representative will be able to officially approve it. ED Grants is optimized to function using the Google Chrome browser.	
2	Go to the 'Home' tab and then click on 'Pending Tasks' along the left side. Look for 'Review Project' in the 'Type' column and click on the corresponding 'Start' icon (right-pointing arrow) to open it.	
3	You should now see the final draft agreement in view mode only with the following tabs: 'Overview,' 'Budget,' 'Scope of Work,' 'Scheduling,' 'Reports,' 'Agreement Checklist,' 'Attachments,' 'Certifications,' and 'Project Milestones.' Click on each tab to review the content for accuracy.	

Step	Description	Screenshot
4	<p>Once the review is complete and the organization is ready to approve the agreement, scroll to the top of the agreement and select <b>'Approve'</b> in the <b>'Approval Decision'</b> section. Enter a comment in the text field and then click on the <b>'Submit'</b> button.</p> <p>Click on the <b>'View Agreement'</b> button to access a PDF version of the agreement.</p>	
5	<p>If the organization does not want to approve the agreement, select <b>'Reject'</b> in the <b>'Approval Decision'</b> section. Enter a comment in the text field explaining why and then click on the <b>'Submit'</b> button. Doing so will stop the agreement execution process and your organization must reach out to its assigned City project manager for the next steps.</p>	
6	<p>If the agreement is approved, it will be forwarded to the other approvers for their action.</p>	<p><b>End</b></p>

For additional support, email [CDBG@sandiego.gov](mailto:CDBG@sandiego.gov) or visit the 'Resources' tab at [edgrants.force.com](http://edgrants.force.com).



Refer to the table below for a listing and description of the attachments to be uploaded to ED Grants for the CDBG agreement to be executed between the subrecipient and the City of San Diego. Note that some attachments are required only for certain project types. Some attachments consist of a City-provided form be downloaded, completed and then uploaded. These forms may be downloaded from ED Grants from the ‘Agreement Checklist’ tab. Contact the assigned City project manager for questions.

#	Document	Description	Form Available	Applicability <sup>1</sup>	Applicable RFP Category			Naming Convention <sup>2</sup>
					PS	NCIP-F	CED	
1	Organization Chart: Entire Subrecipient Agency	Shows the organization’s general structure in terms of span of control and chain of command. If a subrecipient has offices in different locations, the chart for the office administering the CDBG-funded project should be provided. The chart needs only list the position titles (the incumbents’ names are not necessary). <b>PURPOSE:</b> City staff will be looking to see that the subrecipient has capacity to successfully implement the CDBG-funded project and that there is sufficient separation of duties to implement proper procurement accounting controls (e.g., the same person does not create and approve a purchase order).	No	Required	X	X	X	[orgname]_orgchart_agency.pdf
2	Organization Chart: Implementation Team	Shows the specific programmatic and fiscal groups within the organization charged with implementing the CDBG-funded project. The chart needs only list the position titles (the incumbents’ names are not necessary). <b>PURPOSE:</b> City staff will be looking to see that the subrecipient has capacity to successfully implement the CDBG-funded project and that there is sufficient separation of duties to implement procurement accounting controls (e.g., the same person does not create and approve a purchase order).	No	Required	X	X	X	[orgname]_orgchart_div-sect.pdf
3	Federal IRS Form W-9	Shows the subrecipient’s official name, address, and Taxpayer Identification Number and establishes the subrecipient’s capacity to enter into an agreement with the City. <b>PURPOSE:</b> The information on the form will be used by the City to establish a vendor account so that the subrecipient can be paid CDBG funds.	Yes	Required	X	X	X	[orgname]_w9.pdf
4	CGL Insurance Certificate	Denotes the commercial general liability insurance coverage of the subrecipient, including the name of the insured, policy number, policy effective dates, limits, and endorsements. The certificate must be signed by an authorized representative, and the ‘Certificate Holder’ must be the City of San Diego. Typically, an ACORD™ form is used for the certificate. Refer to the ‘City of San Diego Purchasing & Contracting Insurance Checklist’ for more information. <b>PURPOSE:</b> Serves as proof that the subrecipient has the minimum insurance level requirements required by the City before entering into the CDBG agreement.	No	Required	X	X	X	[orgname]_cgl_insurancecert.pdf
5	CGL Endorsement for Additionally Insured	Refers to the endorsement page of the commercial general liability insurance policy showing the City of San Diego, its officers, officials, employees, and volunteers as additional insureds. The policy number(s) must be printed on that same page. Refer to the ‘City of San Diego Purchasing & Contracting Insurance Checklist’ for more information. <b>PURPOSE:</b> Serves as proof that the subrecipient’s policy has been modified to cover the City of San Diego, its officers, officials, employees, and volunteers as additional insureds.	No	Required	X	X	X	[orgname]_cgl_addinsureds.pdf
6	CGL Primary and Non-Contributory Language	Refers to the endorsement page of the commercial general liability insurance policy with language stating that the insurance is primary to and will not seek contribution from any other insurance available to an additional insured under the policy. Refer to the ‘City of San Diego Purchasing & Contracting Insurance Checklist’ for more information. <b>PURPOSE:</b> Serves as proof that the subrecipient’s policy is primary and non-contributory per City requirements.	No	Required	X	X	X	[orgname]_cgl_prim-noncontrib.pdf

<sup>1</sup> ‘Required’ means the attachment must be uploaded to ED Grants as a condition to executing the CDBG agreement. ‘If applicable’ means the attachment must be uploaded to ED Grants as a condition to executing the CDBG agreement if the document pertains to the project. ‘If available’ means the attachment should be uploaded to ED Grants if the document is available for City reference. Note that ED Grants uses ‘Optional’ to refer to both ‘If applicable’ and ‘If available’ and subrecipients must consult this table and their assigned City project manager for any questions or clarifications needed.

<sup>2</sup> The ampersand (&) and other special symbols should not be used when naming files to be uploaded to ED Grants. If spaces are needed, use the underscore symbol ( \_ ), but only sparingly.

#	Document	Description	Form Available	Applicability <sup>1</sup>	Applicable RFP Category			Naming Convention <sup>2</sup>
					PS	NCIP-F	CED	
7	Commercial Auto Liability Insurance Certificate	Denotes the automobile liability insurance coverage of the subrecipient, including the name of the insured, policy number, policy effective dates, limits, the types of autos covered, and endorsements. The certificate must be signed by an authorized representative, and the 'Certificate Holder' must be the City of San Diego. Typically, an ACORD™ form is used for the certificate. Refer to the 'City of San Diego Purchasing & Contracting Insurance Checklist' for more information. <b>PURPOSE:</b> <i>Serves as proof that the subrecipient has the minimum insurance level requirements required by the City before entering into the CDBG agreement.</i>	No	Required	X	X	X	[orgname]_auto_insurancecert.pdf
8	Auto Declaration Form	Refers to a City-provided form the subrecipient completes if it does not own any vehicles and, therefore, does not need to carry commercial automobile liability insurance. By signing the form, the subrecipient agrees to acquire commercial automobile liability insurance in the event it acquires vehicles. <b>PURPOSE:</b> <i>Serves as proof that the subrecipient currently has no need for commercial automobile liability insurance or will have the minimum insurance level requirements required by the City before entering into the CDBG agreement.</i>	Yes	If Applicable	X	X	X	[orgname]_auto_declaration.pdf
9	WC Insurance Certificate	Denotes the workers' compensation insurance coverage of the subrecipient, including the name of the insured, policy number, policy effective dates, limits, and endorsements. The certificate must be signed by an authorized representative, and the 'Certificate Holder' must be the City of San Diego. It must indicate that subrogation is waived. Typically, an ACORD™ form is used for the certificate. Refer to the 'City of San Diego Purchasing & Contracting Insurance Checklist' for more information. <b>PURPOSE:</b> <i>Serves as proof that the subrecipient has the minimum insurance level requirements required by the City before entering into the CDBG agreement.</i>	No	Required	X	X	X	[orgname]_wc_insurancecert.pdf
10	WC Waiver of Subrogation	Refers to the endorsement page of the workers' compensation insurance policy with language pertaining to the waiver of subrogation. The page must state the endorsement effective date, policy number, the subrecipient's name, the insurance company's name, and the signature of an authorized representative. Refer to the 'City of San Diego Purchasing & Contracting Insurance Checklist' for more information. <b>PURPOSE:</b> <i>Serves as proof that the subrecipient's policy meets the City's requirement regarding the waiver of subrogation.</i>	No	Required	X	X	X	[orgname]_wc_subrogation.pdf
11	WC No Employee Declaration & Addendum Form	Refers to a City-provided form the subrecipient completes if it does not have any employees and, therefore, does not need to carry workers' compensation insurance. By signing the form, the subrecipient agrees to acquire workers' compensation insurance in the event it hires workers other than the parents, spouse, or children of the subrecipient acting as a one-person independent contractor. <b>PURPOSE:</b> <i>Serves as proof that the subrecipient currently has no need for WC insurance or will have the minimum insurance level requirements required by the City before entering into the CDBG agreement.</i>	Yes	If Applicable	X	X	X	[orgname]_wc_noemployee.pdf
12	Board of Directors Authorization of Staff	Refers to a document listing Board-authorized staff and managers who may serve as the Primary Representative of the subrecipient in ED Grants. <b>PURPOSE:</b> <i>City staff will use the list to determine if a requested update to the Primary Representative role should be processed or not.</i>	Yes	Required	X	X	X	[orgname]_bod_authorization.pdf
13	Living Wage Ordinance Compliance	Refers to either a completed 'Certification of Compliance' form or 'Application for Exemption' packet submitted by the subrecipient to comply with the City's Living Wage Ordinance (LWO) (SDMC §22.4200, et seq.). Either one is needed for each CDBG-funded agreement. <b>PURPOSE:</b> <i>Allows City staff to review and certify that the project is compliant with the LWO. If the project is not compliant, LWO staff will coordinate with the subrecipient to implement remedial actions.</i>	Yes	Required	X	X	X	[orgname]_lwocompliance.pdf



#	Document	Description	Form Available	Applicability <sup>1</sup>	Applicable RFP Category			Naming Convention <sup>2</sup>
					PS	NCIP-F	CED	
14	Client Grievance Policy & Procedures	Refers to a Board-approved document outlining the subrecipient's policy and procedures followed when a client served by the organization brings up grievances and complaints against the subrecipient. The policy must indicate how the grieving client can engage the subrecipient and specific contact information. <b>PURPOSE:</b> Federal regulations require that all organizations receiving federal funds must have a client grievance policy and procedures in place to ensure client needs are being met.	No (see sample)	Required	X	X	X	[orgname]_polpro_clientgrievance.pdf
15	Subcontractor/Vendor Grievance Policy & Procedures	Refers to a Board-approved document outlining the subrecipient's policy and procedures followed when a subcontractor or vendor hired by the subrecipient brings up grievances and complaints against the organization. The policy and procedures must indicate how the grieving subcontractor or vendor can engage the subrecipient and specific contact information. <b>PURPOSE:</b> Federal regulations require that all organizations receiving federal funds must have a subcontractor/vendor grievance policy and procedures in place to ensure subcontractor/vendor needs are being met.	No (see sample)	Required	X	X	X	[orgname]_polpro_subvendorgrievance.pdf
16	Financial Management Policy & Procedures	Refers to a Board-approved document outlining the subrecipient's policy and procedures regarding all of its financial transactions and dealings. The policy and procedures must describe the controls in place to ensure ethical financial dealings and best practices and must comply with the provisions of 2 CFR 200. <b>PURPOSE:</b> Federal regulations require that all organizations receiving federal funds must have a financial management policy and procedures in place to ensure federal funds are being administered properly.	No (see sample)	Required	X	X	X	[orgname]_polpro_financialmgt.pdf
17	Procurement Policy & Procedures	Refers to a Board-approved document outlining the subrecipient's policy and procedures regarding how it procures goods and services. The policy and procedures must describe the controls in place to ensure ethical procurement dealings and best practices and must comply with the provisions 2 CFR 200. Purchases and services included in the project budget must be procured in accordance with federal requirements, as applicable. <b>PURPOSE:</b> Federal regulations require that all organizations receiving federal funds must have a procurement policy and procedures in place to ensure federally funded purchases are done ethically and fairly.	No (see sample)	Required	X	X	X	[orgname]_polpro_procurement.pdf
18	LMI Verification & CDBG Eligibility Procedures	Refers to a Board-approved document outlining the subrecipient's policy and procedures regarding how it determines if a client is eligible to receive CDBG-funded benefits and how it determines if the client is low or moderate income. The policy and procedures must describe the client intake process, how and with what is income documented, and how demographic information is collected. <b>PURPOSE:</b> Ensures the subrecipient has established controls to guarantee beneficiaries are primarily LMI per CDBG regulations and has the means to collect data required by HUD to be reported.	No (see sample)	Required	X	X	X	[orgname]_polpro_lmiverification.pdf
19	Executed Subcontract Agreement(s)	Refers to the agreements executed by the subrecipient with its partner organizations described in the scope of work. The City treats partner organizations in the same way as its subrecipients. Therefore, subcontracts should include provisions that enforce federal regulations and policies. <b>PURPOSE:</b> Serves to ensure partner organizations are adhering to applicable federal regulations and policies as recipients of federal funding.	No	If Applicable	X	X	X	[orgname]_subcontract_[subname].pdf
20	Vehicle Registration	Refers to the California registration documentation pertaining to the vehicles to be used by the subrecipient in implementing CDBG-funded activities. The subrecipient must submit a copy of the registration documents only if its CDBG budget includes vehicle maintenance or vehicle gas expenses. <b>PURPOSE:</b> Ensures the City is only reimbursing vehicles owned by the subrecipient and used for the provision of CDBG-funded activities.	No	If Applicable	X		X	[orgname]_vehiclereg.pdf

#	Document	Description	Form Available	Applicability <sup>1</sup>	Applicable RFP Category			Naming Convention <sup>2</sup>
					PS	NCIP-F	CED	
21	Construction Permits & Approvals	Refers to permits, approvals, and other documentation issued by the City's Development Services Department verifying that all development requirements have been met and the construction project may proceed. If such documentation is not yet available at the time of the execution of the CDBG agreement, the subrecipient must provide an update to the City on the progress of securing the permits and approvals. <b>PURPOSE:</b> <i>Allows the City to evaluate the progress of the construction and any potential delays that should be addressed as soon as possible.</i>	No	If Applicable		X		[orgname]_constructpermitsapps.pdf
22	Accessibility Survey/ADA Needs Assessment Reports	Refers to an evaluation of the facility or multifamily housing complex to be rehabilitated using CDBG funds in terms of meeting accessibility requirements and compliance with the Americans with Disabilities Act. All federally funded facilities and multifamily housing complexes must be accessible. If they are currently not accessible, the CDBG-funded rehabilitation project must ensure they are accessible after construction. If they are currently accessible, the subrecipient must submit documentation verifying compliance with accessibility requirements. <b>PURPOSE:</b> <i>Allows the City to track and verify all CDBG-funded projects are in compliance with accessibility requirements.</i>	No	If Available		X		[orgname]_access-ada-assessment.pdf
23	Property Inspection & Needs Assessment Reports	Refers to any property inspections and needs assessments commissioned by the subrecipient on the property to be rehabilitated or improved using CDBG funds and on which the project scope is based. <b>PURPOSE:</b> <i>The documents serve as verification and justification of the needs to be addressed in part by CDBG funding.</i>	No	If Available		X		[orgname]_propertyinspec_needs.pdf
24	Lead Hazard & Asbestos Documentation	Refers to any lead hazard and asbestos assessments commissioned by the subrecipient on the property to be rehabilitated or improved using CDBG funds. Also refers to documentation of actions taken by the subrecipient to address lead hazards and asbestos. <b>PURPOSE:</b> <i>Allows the City to determine if any action regarding lead hazards and asbestos should be taken by the subrecipient.</i>	No	If Available		X		[orgname]_lead-asbestos.pdf
25	Environmental Documents & Reports	Refers to any environmental assessments and reports commissioned by the subrecipient on the property to be rehabilitated or improved using CDBG funds. <b>PURPOSE:</b> <i>City staff may reference those documents to prepare documents per the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA).</i>	No	If Available		X		[orgname]_enviropts.pdf
26	Records Retention Policy & Procedures	Refers to a Board-approved document outlining the subrecipient's policy and procedures regarding how it retains all records, physical and electronic. The policy and procedures may be a standalone document or included as part of the Financial Management Policies and Procedures. It must describe the controls in place to ensure reasonable measures to safeguard protected personally identifiable information and other information that may be designated as sensitive and must comply with the provisions of 2 CFR 200. <b>PURPOSE:</b> <i>Federal regulations require that all organizations receiving federal funds retain records for three years after the completion date designated by the City.</i>	No	Required	X	X	X	[orgname]_polpro_records.pdf

DOCUMENTS COLLECTED DURING RFP PHASE<sup>3</sup>

#	Document	Description	Form Available	Applicability <sup>4</sup>	Applicable RFP Category			Naming Convention <sup>5</sup>
					PS	NCIP-F	CED	
27	Federally Approved Indirect Cost (FAIC) Rate Agreement	Refers to a negotiated and approved indirect cost rate agreement between the subrecipient and a federal entity. A copy of this agreement is needed if the project budget allocates funds to the line item 14 (Federally Approved Indirect Cost Rate). <b>PURPOSE:</b> Documents the percentage rate used to calculate indirect cost amount reimbursable by CDBG funds.	No	If Applicable	X		X	[orgname]_faic_agmt.pdf
28	Cost Allocation Plan	Refers to a written account of the methods used by the subrecipient to logically and fairly divide indirect costs among its different programs and their funding sources. A cost allocation plan is needed if the subrecipient desires to be reimbursed for indirect costs tied directly to the CDBG-funded portion of the program or activity and the subrecipient does not have a federally approved indirect cost (FAIC) rate agreement to base such costs on. <b>PURPOSE:</b> Justifies to the City the amount of indirect costs to be covered by CDBG funds.	No	If Applicable	X		X	[orgname]_costallocationplan.pdf
29	Rental/Lease Agreement	Refers to the agreement entered into by the subrecipient with its landlord describing the rent/lease terms and the amount to be paid to the landlord on the agreed-upon schedule. <b>PURPOSE:</b> The City will reimburse rent/lease payments up to the amount indicated in the agreement and only for the portion reasonably attributable to the CDBG-funded activity per a cost allocation plan. A rental/lease agreement is needed only if the subrecipient requests assistance for its rent/lease.	No	If Applicable	X		X	[orgname]_rent-lease_agmt.pdf
30	Proof of Property Ownership or Lease Agreement	Refers to a document proving ownership by the subrecipient of the property to be improved (e.g., deed of trust or grant deed) or a long-term lease agreement between the subrecipient and the owner of the property to be improved (at least five years past the anticipated completion of the proposed project). <b>PURPOSE:</b> Reviewed by City staff as part of its due diligence efforts to ensure that CDBG funds are invested in facilities or multi-unit housing structures that will serve LMI individuals or households, respectively, for at least five years after project completion and that the subrecipient has adequate site control over the property to accomplish the proposed project.	No	Required		X		[orgname]_rent-lease_agmt.pdf (if lease agreement)  -OR- [orgname]_propownership.pdf (if proof of property ownership)
31	Real Estate Legal Description	Refers to a copy of the page from the deed of trust or grant deed identifying and describing legally the real estate on which the facility to be improved using CDBG funds may be found. The legal description may be in “lot and block” or “metes and bounds” form. <b>PURPOSE:</b> Reviewed by City staff as part of its due diligence efforts to ascertain the exact location and identity of the real estate where the facility to be improved is found.	No	Required		X		[orgname]_proplegaldescription.pdf

<sup>3</sup> These documents were previously required to be submitted to the City as part of the RFP response. If for some reason they were missing from the RFP response or an updated version of the documents needs to be submitted, subrecipients must consult with their assigned City project manager for guidance on how to upload them to ED Grants.

<sup>4</sup> ‘Required’ means the attachment must be uploaded to ED Grants as a condition to executing the CDBG agreement. ‘If applicable’ means the attachment must be uploaded to ED Grants as a condition to executing the CDBG agreement if the document pertains to the project. ‘If available’ means the attachment should be uploaded to ED Grants if the document is available for City reference. Note that ED Grants uses ‘Optional’ to refer to both ‘If applicable’ and ‘If available’ and subrecipients must consult this table and their assigned City project manager for any questions or clarifications needed.

<sup>5</sup> The ampersand (&) and other special symbols should not be used when naming files to be uploaded to ED Grants. If spaces are needed, use the underscore symbol ( \_ ), but only sparingly.

#	Document	Description	Form Available	Applicability <sup>4</sup>	Applicable RFP Category			Naming Convention <sup>5</sup>
					PS	NCIP-F	CED	
32	Professional Construction Estimates	Refers to a document prepared and signed by a licensed contractor or Certified Professional Estimator (CPE) on the proposed facility improvement or multi-unit housing structure rehabilitation project. It must cover the entire scope of the project and factor prevailing wages. <b>PURPOSE:</b> Provides evidence to City staff that the requested CDBG funding to complete the project is reasonable and is based on an unbiased third-party opinion. <b>NOTE:</b> Contractors providing the estimates are precluded from participating in any associated subsequent contractor procurement.	No	Required		X		[orgname]_constructionestimate.pdf
33	Certification Regarding Property Owner Authorization	Refers to a form documenting a property owner’s consent for CDBG-funded construction improvements to be implemented on the subject property by the subrecipient. It also certifies that the property and CDBG-funded improvements will be used to benefit LMI individuals or households for at least five years after project closeout. <b>PURPOSE:</b> Serves as proof that the property owner is aware of, and agrees to, the CDBG improvements and continuing LMI-benefit use for at least five years after project closeout.	Yes	Required		X		[orgname]_propertyownercert.pdf
34	Certification Regarding Use of City-Owned Real Property	Refers to a form documenting the City of San Diego’s consent for CDBG-funded construction improvements to be implemented on the subject property by the subrecipient. <b>PURPOSE:</b> Serves as proof that the Real Estate Assets Department of the City of San Diego is aware of, and agrees to, the CDBG improvements, continuing LMI-benefit use, and maintenance of the improvements for at least five years after project closeout.	Yes	Required		X		[orgname]_cityownedrealpropcert.pdf
35	Certification Regarding Use of Non-City-Owned or Non-Applicant-Owned Real Property	Refers to a form documenting the property owner’s consent for CDBG-funded construction improvements to be implemented on the subject property by the subrecipient. <b>PURPOSE:</b> Serves as proof that the property owner is aware of, and agrees to, the CDBG improvements, continuing LMI-benefit use, and maintenance of the improvements for at least five years after project closeout.	Yes	Required		X		[orgname]_noncityownedrealpropcert.pdf
36	Color Photos	Refers to representative photos taken at the proposed project site showing existing conditions and the need for improvements. Both panoramic and detail shots should be submitted. A maximum of two 8.5x11 sheets of photos may be submitted. <b>PURPOSE:</b> Provide City staff and the Consolidated Plan Advisory Board a visual of the need to be addressed by rehabilitation or improvement work for evaluation purposes.	No	Required		X		[orgname]_photos.pdf

DOCUMENTS COLLECTED DURING RFQ PHASE<sup>6</sup>

#	Document	Description	Annual NOFA Type	Applicability <sup>7</sup>	Naming Convention <sup>8</sup>
37	Federal Tax-Exempt Status Affirmation Letter	Refers to a document issued by the federal Internal Revenue Service indicating the request of the subrecipient for nonprofit status recognition. <b>PURPOSE:</b> <i>Verifies the organization’s status as a 501(c)(3) prior to the execution of the CDBG agreement. Will be used by the City to set up the vendor profile of the subrecipient.</i>	Regular Organizations	Required	[orgname]_federaltaxexemptltr.pdf
38	California Tax-Exempt Status Determination Letter	Refers to a document issued by the California Franchise Tax Board indicating the request of the subrecipient for nonprofit status recognition. An ‘Entity Status Letter’ is not a substitute for the tax-exempt status determination letter. <b>PURPOSE:</b> <i>Verifies the subrecipient’s status as a nonprofit entity prior to the execution of the CDBG agreement. Will be used by the City to set up the vendor profile of the subrecipient.</i>	Regular Organizations	Required	[orgname]_statetaxexemptltr.pdf
39	Articles of Incorporation	Refers to a document filed by nonprofit organizations with the Secretary of State that outlines the name of the subrecipient, its corporate structure, its purpose, and the contact information and establishes the subrecipient as a legally recognized entity. <b>PURPOSE:</b> <i>Verifies the official existence of the subrecipient and allows the City to determine if the length of existence of the subrecipient is sufficient to meet City requirements.</i>	Regular Organizations	Required	[orgname]_incorporationarticles.pdf
40	Audited Financial Statements	Refers to the subrecipient’s audited financial statements submitted as part of the Request for Qualifications (RFQ) phase. <b>PURPOSE:</b> <i>Allows the City to determine the financial capacity of the subrecipient to receive CDBG funds on a reimbursement basis.</i>	Regular Organizations	Required	[orgname]_auditedfinstatements.pdf
41	Single or Program-Specific Audit	Refers to the subrecipient’s single or program-specific audit submitted as part of the Request for Qualifications (RFQ) phase. <b>PURPOSE:</b> <i>Allows the City to determine the subrecipient’s compliance with 2 CFR 200 requirements for entities that have received federal funding.</i>	Regular Organizations	If Applicable	[orgname]_single-progaudit.pdf
42	Federal Audit Clearinghouse Screenshot	Refers to proof of submission of a subrecipient’s latest single or program-specific audit as specified by 2 CFR 200. <b>PURPOSE:</b> <i>Allows the City to determine the subrecipient’s compliance with 2 CFR 200 requirements for entities that have received federal funding.</i>	Regular Organizations	If Applicable	[orgname]_fedauditclearinghouse.pdf
43	System for Award Management Screenshot	Refers to a screenshot from <a href="http://www.sam.gov">www.sam.gov</a> showing: (1) the subrecipient’s registration is currently ‘Active’ and (2) the expiration date of the ‘Active’ status. <b>PURPOSE:</b> <i>Allows the City to determine that the subrecipient meets the federal requirement that all organizations recipient of federal funds be registered with <a href="http://www.sam.gov">www.sam.gov</a>.</i>	Regular Organizations	Required	[orgname]_samregistration.pdf
44	California Secretary of State Business Search Database Screenshot	Refers to a screenshot from the California Secretary of State Business Search database showing: (1) the subrecipient has an ‘Active’ status; (2) the registration date; (3) the entity type; and (4) the entity number. <b>PURPOSE:</b> <i>Allows the City to determine that the subrecipient is in good standing with the state of California, is officially recognized by the same, and is authorized to carry out its business activities.</i>	Regular Organizations	Required	[orgname]_casecyofstateregistration.pdf
45	California Attorney General’s Registry of Charitable Trusts Screenshot	Refers to a screenshot from the California Attorney General’s Registry of Charitable Trusts showing: (1) the subrecipient has a ‘Current’ registration status; (2) the renewal due date; (3) and the registration number and corporate/organization number. <b>PURPOSE:</b> <i>Allows the City to determine that the subrecipient is in good standing with the state of California.</i>	Regular Organizations	Required	[orgname]_caagcharityregistry.pdf

<sup>6</sup> These documents were previously required to be submitted to the City as part of the RFQ response. If for some reason they were missing from the RFQ response or an updated version of the documents needs to be submitted, subrecipients must consult with their assigned City project manager for guidance on how to upload them to ED Grants.

<sup>7</sup> ‘Required’ means the attachment must be uploaded to ED Grants as a condition to executing the CDBG agreement. ‘If applicable’ means the attachment must be uploaded to ED Grants as a condition to executing the CDBG agreement if the document pertains to the project. ‘If available’ means the attachment should be uploaded to ED Grants if the document is available for City reference. Note that ED Grants uses ‘Optional’ to refer to both ‘If applicable’ and ‘If available’ and subrecipients must consult this table and their assigned City project manager for any questions or clarifications needed.

<sup>8</sup> The ampersand (&) and other special symbols should not be used when naming files to be uploaded to ED Grants. If spaces are needed, use the underscore symbol ( \_ ), but only sparingly.





Economic Development Department  
Community Development Division  
**SAMPLE CLIENT GRIEVANCE  
POLICY & PROCEDURES**

*Federal regulations require that all organizations receiving federal grants must have a Board-approved client grievance policy and procedures in place to ensure client needs are being met appropriately. The following document is provided here as a **sample only** to assist CDBG-funded subrecipients in establishing their own policy and procedures and does not necessarily imply City endorsement or guaranteed compliance with all applicable regulations, policies, and laws should the sample be duplicated by CDBG-funded subrecipients. Subrecipients should consult the United States Department of Housing and Urban Development (HUD) [Playing by the Rules](#) handbook, 2 CFR 200, and their assigned City project manager should they have any questions regarding the adequacy of their client grievance policy and procedures.*

**Client Grievance Procedure**

**Policy**

A procedure is provided for clients seeking redress of an action of the agency's Board of Directors, Board Committees, Executive Director, staff or volunteers.

Every effort shall be made to resolve the grievance informally at the lowest possible level of responsibility. If the aggrieved party believes a satisfactory solution to the problem or complaint has not resulted from the informal process, the individual may initiate the formal grievance process.

**Informal Procedure**

1. Discuss the matter with the appropriate program coordinator.
2. If the first step does not resolve the issue, request a meeting with the Executive Director.
3. If no solution can be found with the Executive Director, the concern becomes a formal grievance.

Should any individual wish to formally grieve an action, that grievance may be initiated by submitting a letter directly to the Executive Director or the Board of Directors. This letter must contain:

1. A statement as to who specifically is bringing the grievance.
2. A statement as to the nature of the grievance.
3. A discussion which clearly outlines the rationale of why the impropriety is believed to exist with appropriate documentation (if available).
4. The action requested to successfully resolve the grievance.
5. The name, telephone number and address of the individual to be contacted regarding the grievance.

**Formal Procedure**

1. The individual shall present in writing and discuss the grievance with the appropriate program manager. The program manager shall give written response within five (5) days.
2. If the grievance is not resolved in discussion with the program manager, or if the matter directly involves the Executive Director or Board of Directors, the aggrieved party may present the grievance in writing to the Executive Director. If applicable, the Executive Director will receive a copy of the program manager's written response. The Executive Director will give the aggrieved party a written answer within a reasonable period of time not to exceed 30 working days.
3. If no resolution has occurred through above means, the aggrieved party may then present the grievance in writing to the Executive Committee of the Board of Directors.
4. The Executive Committee will schedule a meeting to review the grievance. The aggrieved party may request a hearing before the Executive Committee. While it is not mandatory that the aggrieved party appear at the meeting, a ten-minute period will be provided for the aggrieved person to orally present information in support of the grievance.

5. The decision of the Executive Committee shall be final and binding on [REDACTED] and the aggrieved individual. The Executive Committee shall, within thirty days of the hearing of the grievance, provide to the aggrieved person the following:

- (a) A written finding of the fact.
- (b) A written decision concerning the grievance and an explanation thereof.

6. The Executive Committee of the Board of Directors shall have no power to change, amend, or alter any of the provisions of the existing policies of [REDACTED] and the decision shall be based solely upon a question of interpretation, application or enforcement of these policies.

7. The Grievance process and record of its activity is confidential.

[REDACTED]  
[REDACTED] Avenue  
San Diego, CA [REDACTED]  
619-[REDACTED]  
Fax-[REDACTED]

### **[REDACTED] Cultural Competency Policy**

All staff, board members and volunteers will be informed and have knowledge of the policies, procedures and standards required by the Ryan White CARE Act and the Americans with Disabilities Act (ADA) and agency policies and procedures regarding cultural sensitivity, diversity, and inclusiveness:

Staff who have direct contact with clients and volunteers who work 20 hours per week or more on a regular basis will receive training to provide appropriate services to all clients, including people of color, gay men, lesbians, transsexuals, trans-genders, former and active substance abusers, persons with mental health concerns, persons of differing abilities and others. Training will enable staff to recognize the differences in physical and emotional life challenges, including disabilities of all kinds, culture and ethnicity, religion and spirituality, and in histories, traditions and languages.

Formal collaboration with other agencies through Memorandum of Understanding will assure the delivery of culturally competent services.



## SAMPLE SUBCONTRACTOR/VENDOR GRIEVANCE POLICY & PROCEDURES

Federal regulations require that all organizations receiving federal grants must have a Board-approved subcontractor/vendor grievance policy and procedures in place to ensure subcontractor/vendor needs are being met appropriately. The following document is provided here as a **sample only** to assist CDBG-funded subrecipients in establishing their own policy and procedures and does not necessarily imply City endorsement or guaranteed compliance with all applicable regulations, policies, and laws should the sample be duplicated by CDBG-funded subrecipients. Subrecipients should consult the United States Department of Housing and Urban Development (HUD) [Playing by the Rules](#) Handbook, 2 CFR 200, and their assigned City project manager should they have any questions regarding the adequacy of their subcontractor/vendor grievance policy and procedures.

### VENDOR GRIEVANCE PROCESS

Effective [REDACTED], 2017

#### I. PURPOSE

The purpose this document is to outline the processes [REDACTED] uses to manage and respond to Vendor grievances. Following the completion of the Vendor Grievance Process, Vendors can seek an independent third party review.

#### II. STATEMENT AND SCOPE

A. **Statement:** All Vendors must be treated in a fair and open way.

B. **Scope:** This process applies to all Vendors.

#### III. DEFINITIONS

"Company" means [REDACTED].

"Vendor" means any company that the Company has a contract with or that submits an offer, formally or informally, to provide goods or services.

#### IV. PROCEDURE

##### A. Types of Grievances

1. **Pre-award grievance** - Occurs when a Vendor has been informed prior to contract award announcement that they will not receive an award (e.g., the Vendor failed to meet minimum bid requirements).

2. **Post-award grievance** - Occurs when a Vendor is informed concurrently with or after the award announcement.

B. **Method for Filing a Grievance:** The preferred method for submitting a Vendor grievance is to contact the Executive Director of [REDACTED].

##### C. Timelines

1. **Pre-award grievance** - Must be submitted within 14 calendar days after the grievant knows (or should have known) of the facts giving rise to the grievance.



2. Post-award grievance – Must be submitted within 30 calendar days after the announcement of the final award(s).
3. Exceptions - Exceptions to the above noted timeline will be considered on a case-by-case basis.

**D. Disqualifying Factors for a Grievance:** The factors listed below could result in a grievance being dismissed:

1. Failure of a grievant to meet established timelines for filing a grievance (as set forth above) will result in a dismissal of the grievance.
2. Failure of a grievant party to cooperate with the Company during the investigation of the grievance, including without limitation the failure to provide requested information in a timely manner, may result in a dismissal of the grievance.
3. Exceptions will be considered on a case-by-case basis. Exceptions must be approved by the Executive Director.

**E. Responsibilities**

1. Grievance Response:

- a) The Executive Director will contact the grievant in writing (including via e-mail) within seven (7) business days after receipt of the grievance with the following:
  - An overview of the grievance process
  - A request for additional information (if applicable)
  - An initial timeline for review and resolution of the grievance
- b) The Company will also be responsible for reviewing all appropriate records related to the grievance, such as bid documentation and any other applicable documentation related to the grievance. In addition to reviewing data, the Company will be responsible for interviewing internal personnel as appropriate.
- c) A formal written response will be provided to the grievant within 90 days of receipt of the original grievance indicating disposition of the matter, unless such a time period is extended in order to obtain feedback from outside experts.

- d) Aggrieved Party - The grievant must reasonably cooperate with the Grievance Response Process during its evaluation of the grievance, including without limitation following all timelines and responding to requests for information in a timely fashion.

**F. Outcomes:** The Vendor Grievance Process will result in one of the following outcomes:

1. Sustain the original bid.
2. Bid or Re-Bid.
3. Award a contract to the grievant.

**V. CONTACT FOR QUESTIONS**

Any questions regarding this process may be directed to the Executive Director at 619-████-████.

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## SAMPLE FINANCIAL MANAGEMENT POLICY & PROCEDURES

*Federal regulations require that all organizations receiving federal grants must have a Board-approved financial management policy and procedures in place to ensure proper controls, best practices, and ethical dealings regarding all of their financial transactions. The following document is provided here as a **sample only** to assist CDBG-funded subrecipients in establishing their own policy and procedures and does not necessarily imply City endorsement or guaranteed compliance with all applicable regulations, policies, and laws should the sample be duplicated by CDBG-funded subrecipients. Subrecipients should consult the United States Department of Housing and Urban Development (HUD) [Playing by the Rules](#) Handbook, 2 CFR 200, and their assigned City project manager should they have any questions regarding the adequacy of their financial management policy and procedures.*



### FINANCIAL MANAGEMENT POLICIES AND PROCEDURES

The purpose of the Financial Management Policies and Procedures is to establish guidelines for the Board of Directors and staff of [REDACTED] to be applied when developing financial goals and objectives, making financial decisions, and reporting the financial status of the organization.

#### ORGANIZATIONAL STRUCTURE

- Role of the Board of Directors
- Finance Committee Responsibilities
- Audit Committee Responsibilities
- Roles of the executive director and staff

#### Role of the Board of Directors

It is the policy of [REDACTED] that the Board of Directors is the ultimate authority for determining fiscal policy and procedures. The Board's responsibilities also include review and approval of the annual budget and regular monitoring of the organization's finances throughout each fiscal year. The Board may delegate oversight responsibility to the treasurer of the board and the Finance Committee of which the treasurer is chair.

#### Finance Committee Responsibilities

The Finance Committee shall be responsible for the oversight and coordination of the following: annual budget presentation for board approval, presentation of periodic financial statements, management of the endowment fund investments, annual financial report, internal controls, and financial policies.

The Treasurer of and [REDACTED] shall serve as the Chair of the Finance Committee. The long-term financial objectives for [REDACTED] are reviewed and approved by the Finance Committee following the recommendations of the Executive Director.

#### Audit Committee Responsibilities

The Audit Committee is authorized to consider matters related to the financial statements of the organization and other official financial information provided to the public; the system of internal controls; and the annual independent audit process, including the engagement of and receiving of all reports from the independent certified public accountants.<sup>1</sup>

The committee is granted the authority to investigate any matter or activity involving financial accounting and financial reporting, as well as the organization's internal controls. The committee will have access to the organization's external professionals to render advice and counsel in such matters.<sup>2</sup>

The Audit Committee will recommend selection the independent auditor to the board of directors.

<sup>1</sup> Nonprofit Risk Management Center, ©2003.  
<sup>2</sup> Nonprofit Legal and Tax Letter, ©2008.

**Role of Executive Director and Staff***Executive Director*

The Board of Directors may delegate all day-to-day authority for administration and implementation of approved financial policies and procedures to the Executive Director. This includes, but is not limited to:

- Develop and submit to the Board of Directors an annual budget to include anticipated restricted and unrestricted income, other resources, cost allocations, capital expenditures, and other expenses.
- Implement said budget after approval by the Board of Directors.
- Signing contracts obligating ██████████ for goods, services, leases, rents, etc. with the parameters established by the annual budget. Amounts significantly in excess of budgeted amounts are to be submitted to the board for approval.
- Signing contracts obligating ██████████ to deliver programs and services in exchange for payments as outlined in the annual budget. Amounts significantly in excess of the budgeted amount are to be submitted to the Board for approval.
- Authorizing staff to make purchases of goods, materials, supplies, and services within the guidelines established by the annual budget. Substantial variations from the budgeted amounts will be brought to the Board's attention for review.
- Accepting donations, contract payments, fees, and other sources of income on behalf of ██████████ and depositing said income in the appropriate banking or savings accounts as authorized by the Board of Directors.
- Disburse funds as needed to accomplish the mission and purpose of ██████████ as specified in the annual budget. This is to include, but not be limited to: salaries, taxes, operational expenses, capital expenditures, and other expenditures as authorized by the Board of Directors in the annual budget or through appropriate votes by the Board at regularly scheduled meetings.
- Establish petty cash funds to be used to meet short-term minimal cost needs of Second Chance programs and administration.
- Establishing an accounts receivable system to bill and track amounts due from individuals, corporations, government agencies, organizations and others identified through the annual budgeting process.

*CFO*

The Executive Director may delegate the general and daily financial management and reporting to the CFO. The CFO acts as the primary fiscal agent, implementing all financial policies and procedures. The CFO recommends expenditures and revenue objectives for and ██████████ in accordance with the Board approved long-term plans, and develops the annual budget in cooperation with the management team and Board committees.

**BUSINESS CONDUCT**

- ▶ **Practice of Ethical Behavior**
  - Conflict of Interest
- ▶ **Compliance with Laws, Regulations, and Organization Policies**
- ▶ **Disciplinary Action**

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- Bonding

▶ **Practice of Ethical Behavior****Conflict of Interest**

Board members and staff members should act in the best interest of the organization, rather than in furtherance of personal interests or the interests of third parties. ██████████ has policies in place, and routinely and systematically implements these policies to prevent actual, potential, or perceived conflicts of interest.

*Conflict-of-Interest Policy*

██████████ has a written conflict-of-interest policy. The policy is applicable to board members and staff, and volunteers who have significant independent decision-making authority regarding the resources and programs of the organization. The policy identifies the types of conduct or transactions that raise conflict-of-interest concerns, sets forth procedures for disclosure of actual or potential conflicts, and provides for review of individual transactions by the uninvolved members of the board of directors.

*Conflict-of-Interest Statement*

██████████ provides board members, staff, and volunteers with a conflict-of-interest statement that summarizes the key elements of the organization's conflict-of-interest policy. The conflict-of-interest statement provides space for the board member, employee or volunteer to disclose any known interest that the individual, or a member of the individual's immediate family, has in any entity that transacts business with the organization. The statement is provided to and signed by board members, staff, and volunteers, both at the time of the individual's initial affiliation with the organization and at least annually thereafter.

▶ **Compliance with Laws, Regulations, and Organization Policies**

██████████ does not tolerate the willful violation or circumvention of any Federal, state, local, or foreign law by an employee during the course of that person's employment; nor does the Organization tolerate the disregard or circumvention of ██████████ policy or engagement in unscrupulous dealings. Employees should not attempt to accomplish by indirect means, through agents or intermediaries, that which is directly forbidden.

Implementation of the provisions of this policy is one of the standards by which the performance of all levels of employees will be measured.

▶ **Disciplinary Action**

Failure to comply with the standards contained in this policy will result in disciplinary action that may include termination, referral for criminal prosecution, and reimbursement to ██████████ or to the government, for any loss or damage resulting from the violation. As with all matters involving disciplinary action, principles of fairness will apply. Any employee charged with a violation of this policy will be afforded an opportunity to explain her/his actions before disciplinary action is taken.

Disciplinary action will be taken against—

1. Any employee who authorizes or participates directly in actions that are a violation of this policy.

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2. Any employee who has deliberately failed to report a violation or deliberately withheld relevant and material information concerning a violation of this policy.
3. Any director, manager or supervisor who attempts to retaliate, directly or indirectly, or encourages others to do so, against any employee who reports a violation of this policy.

### Bonding

All [REDACTED] employees shall be bonded through an employee's dishonesty bond policy. In addition, the Chairman, Secretary, Treasurer and all Board of Directors officers shall be bonded by a reputable bonding company. Bonding insurance shall be reviewed and approved by the Executive Director, the CFO and the Finance Committee and shall last for the length of the officers' appropriate term.

### ► Practice of Ethical Behavior

Unethical actions, or the appearance of unethical actions, are unacceptable under any conditions. The policies and reputation of [REDACTED] depend to a very large extent on the following considerations.

Each employee must apply her/his own sense of personal ethics, which should extend beyond compliance with applicable laws and regulations in business situations, to govern behavior where no existing regulation provides a guideline. It is each employee's responsibility to apply common sense in business decisions where specific rules do not provide all the answers.

In determining compliance with this standard in specific situations, employees should ask themselves the following questions:

1. Is my action legal?
2. Is my action ethical?
3. Does my action comply with [REDACTED] policy?
4. Am I sure my action does not appear inappropriate?
5. Am I sure that I would not be embarrassed or compromised if my action became known within the organization or publicly?
6. Am I sure that my action meets my personal code of ethics and behavior?
7. Would I feel comfortable defending my actions on the 6 o'clock news?

Each employee should be able to answer "yes" to all of these questions before taking action. Each director, manager and supervisor is responsible for the ethical business behavior of her/his subordinates. Directors, managers and supervisors must weigh carefully all courses of action suggested in ethical as well as economic terms, and base their final decisions on the guidelines provided by this policy as well as their personal sense of right and wrong.

### FRAUD

- Scope
- Policy
- Actions Constituting Fraud
- Other Irregularities
- Investigation Responsibilities
- Confidentiality
- Authority for Investigation of Suspected Fraud

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### ► Scope

This policy applies to any fraud or suspected fraud involving employees, officers or directors, as well as members, vendors, consultants, contractors, funding sources and/or any other parties with a business relationship with [REDACTED]. Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship with [REDACTED].

### ► Policy

The management of [REDACTED] is responsible for the detection and prevention of fraud, misappropriations, and other irregularities. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Each member of the management team will be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity.

Any fraud that is detected or suspected must be reported immediately to the Accounting Manager, Executive Director or, alternatively, to the Chair of the Board Finance Committee, who coordinates all investigations.

### ► Actions Constituting Fraud

The terms fraud, embezzlement, misappropriation, and other fiscal irregularities refer to, but are not limited to:

1. Any dishonest or fraudulent act.
2. Forgery or alteration of any document or account belonging to [REDACTED].
3. Forgery or alteration of a check, bank draft, or any other financial document.
4. Misappropriation of funds, securities, supplies, equipment, or other assets of [REDACTED].
5. Impropriety in the handling or reporting of money or financial transactions.
6. Disclosing confidential and proprietary information to outside parties.
7. Accepting or seeking anything of material value from contractors, vendors, or persons providing goods or services to [REDACTED]. Exception: gifts less than a \$100 value.
8. Destruction, removal or inappropriate use of records, furniture, fixtures, and equipment.
9. Any similar or related irregularity.

### ► Other Irregularities

Irregularities concerning an employee's moral, ethical, or behavioral conduct should be resolved by the employee's direct supervisor. If there is a question as to whether an action constitutes fraud, contact the Fiscal Officer, Executive Director or the Chair of the Finance Committee for guidance.

### ► Investigation Responsibilities

The Finance Committee has the primary responsibility for the investigation of all suspected fraudulent acts as defined in the policy. The Finance Committee may utilize whatever internal and/or external resources it considers necessary in conducting an investigation. If an investigation substantiates that fraudulent activities have occurred, the Finance Committee will issue reports to appropriate designated personnel and, to the full board of directors.

Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with legal counsel and senior management, as will final dispositions of the case.

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If suspected fraud or other wrongdoing involves programs funded in whole or in part with Federal funds, additional responsibilities, such as special reporting and disclosure to the awarding agency, may apply to the organization.

It is the policy of [REDACTED] to fully comply with all additional reporting, disclosure and other requirements pertaining to suspected acts of fraud as described in award documents.

#### ► Confidentiality and Reporting Procedures

The Finance Committee, Executive Director, and CFO will treat all information received confidentially. Any employee who suspects or discovers dishonest or fraudulent activity will notify the CFO, Executive Director or the Finance Committee Chair immediately, and should not attempt to personally conduct investigations or interviews/interrogations related to any suspected fraudulent act. The employee or other complainant may remain anonymous.

All inquiries concerning the activity under investigation from the suspected individual(s), his or her attorney or representative(s), or any other inquirer should be directed to the Finance Committee or legal counsel. Great care must be taken in the investigation of suspected improprieties or irregularities so as to avoid mistaken accusations or alerting suspected individuals that an investigation is under way. No information concerning the status of an investigation will be given out. The proper response to any inquiry is "I am not at liberty to discuss this matter."

Under no circumstances should any reference be made to "the allegation", "the crime", "the fraud", "the forgery", "the misappropriation", or any other specific reference. The reporting individual should be informed of the following:

1. Do not contact the suspected individual in an effort to determine facts or demand restitution.
2. Do not discuss the case, facts, suspicions, or allegations with anyone unless specifically asked to do so by [REDACTED] legal counsel or the Finance Committee or their delegates.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect [REDACTED] from potential civil liability.

#### ► Authority for Investigation of Suspected Fraud

Members of the Finance Committee or their delegates will have:

1. Free and unrestricted access to all [REDACTED] records and premises, whether owned or rented;
2. The authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who may use or have custody of any such items or facilities when it is within the scope of their investigations.

### SECURITY

- Accounting Department
- Access to Electronically Stored Data
- Storage of Back-up Files
  - Confidentiality and Records Security

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#### ► Accounting Department

The door to the Accounting Department will have a secure lock. This door shall be closed and locked in the evenings and whenever the Accounting Department is vacant.

#### ► Access to Electronically Stored Accounting Data

It is the policy of [REDACTED] to use passwords to restrict access to accounting software and data. Only duly authorized accounting personnel with data input responsibilities will be assigned passwords that allow access to the system.

Accounting personnel are expected to keep their passwords secret. The CFO, a responsible individual independent of programming functions, shall perform administration of passwords.

Each password enables a user to gain access to only those software and data files necessary for each employee's required duties.

#### ► Storage of Back-Up Files

It is the policy of [REDACTED] to maintain back-up copies of electronic data files off-site in a secure, fire-protected environment. Access to back-up files shall be limited to individuals authorized by management.

### Confidentiality and Records Security

Financial records are restricted materials with limited access. Only the Executive Director and the CFO (or others so authorized) shall have access to financial records (vendor files, checks, journals, payroll, etc.).

### TECHNOLOGY AND ELECTRONIC COMMUNICATIONS

- Purpose and Scope
- Acceptable Use of Organization Property
- Password Security Confidentiality
- Copyrighted Information Installation of Software
- Other Prohibited Uses
- Disciplinary Action for Violations
- Reporting of Suspected Violations

### GENERAL LEDGER AND CHART OF ACCOUNTS

- Chart of Accounts Overview
- Distribution of Chart of Accounts
- Control of Chart of Accounts
- Account Definitions
- Classification of Net Assets
- Changes to the Chart of Accounts
  - Fiscal Year of Organization
- Journal Entries

#### General Ledger

The general ledger is defined as a group of accounts that supports the information shown in the major financial statements. The general ledger is used to accumulate all the financial transactions of

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██████████ and is supported by subsidiary ledgers that provide details for certain accounts in the general ledger. The general ledger is the foundation for the accumulation of data and reports.

██████████ uses QuickBooks accounting software.

#### ► Chart of Accounts Overview

The chart of accounts is the framework for the general ledger system and the basis for ██████████ accounting system. The chart of accounts consists of account titles and account numbers assigned to the titles. General ledger accounts are used to accumulate transactions and the impact of these transactions on each asset, liability, net asset, revenue, expense and gain and loss account. ██████████ chart of accounts is comprised of \_\_\_\_\_ types of accounts:

Insert

Each account number shall be preceded by a two-digit component number and a three-digit fund code, allowing for complete tracking and reporting of financial transactions by funding source.

#### ► Distribution of Chart of Accounts

██████████ employees involved with account coding responsibilities (assignment or review of coding) or budgetary responsibilities will be issued a current chart of accounts. As the chart of accounts is revised, an updated copy of the chart of accounts will be promptly distributed to these individuals.

#### ► Control of Chart of Accounts

The ██████████ chart of accounts is monitored and controlled by the CFO. Responsibilities include the handling of all account maintenance, such as additions and deletions. The CFO, who ensures that the chart of accounts is consistent with the organizational structure and meets the needs of each component and program, should approve any additions or deletions of accounts.

- Account Definitions
- Classification of Net Assets
- Changes to the Chart of Accounts

#### Fiscal Year of the Organization

The fiscal year shall be July 1<sup>st</sup> to June 30<sup>th</sup> of each year.

#### ► Journal Entries

All general ledger entries that do not originate from a subsidiary ledger shall be supported by journal entries or other documentation, which shall include a reasonable explanation of each such entry. Examples of such journal entries include: Insert

## REVENUE AND CASH RECEIPTS POLICIES

### REVENUE

- Revenue Recognition Policies
- Refunds of Revenue Received
- Revenue Recognition Policies

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██████████ receives revenue from several types of transactions. Revenue from each of these types of transactions is recognized in the financial statements of ██████████ in the following manner:

1. **Grant/Contract Income** - Monthly accrual based on incurrence of allowable costs (for cost reimbursement awards) or based on other terms of the award (for fixed price, unit-of-service, and other types of awards).
2. **Fees and Rents** - Recognized as income when received except at year end when accrual entries are made.
3. **Contributions** - Recognized as income when received, unless accompanied by restrictions or conditions.

Immaterial categories of revenue may be recorded on the cash basis of accounting (i.e. recorded as revenue when received) as deemed appropriate by the Accounting Manager.

#### ► Refunds of Revenue and Cash Receipts Received

It is the policy of ██████████ to apply refunds associated with revenue and cash receipts collected by-

**Client Fees and Rents:** Refunds of client fees and rents will be refunded based on agreements. Refunds are made for unused services.

**Security Deposits:** Tenant security deposits and any interest accrued will be refunded in accordance with the specific terms of each tenant's sublease with ██████████.

### CONTRIBUTIONS RECEIVED

- Definitions
- Distinguishing Contributions for Exchange Transactions
- Accounting for Contributions
- Receipts and Disclosures

The Board of Directors of and ██████████ through its Executive Committee, has adopted the following policy concerning the acceptance of contributions to ██████████. In general, cash and in-kind gifts of any nature may be accepted. If restrictions are imposed by the donor on the use or disposition of a gift, the expense to ██████████ of honoring the restrictions (if not underwritten by the donor) should be considered before the gift is accepted. The ██████████ may accept such gifts only if it is willing and able to honor the restriction.

#### *In-kind Gifts of Property*

For in-kind gifts of property that is not readily saleable (for example, real estate), costs of holding, maintaining and reselling the property should be considered before the gift is accepted.

In-kind gifts should not be accepted if the donor is unable to convey good and marketable title to the property or acceptance of the gift would subject ██████████ to possible legal liability. Appropriate steps should be taken to verify whether the donor is able to convey good and marketable title to the property.

Gifts of nonresidential real estate should not be accepted without first obtaining an environmental assessment of the property to determine if ██████████ would be subjected to possible environmental cleanup liability.

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In-kind gifts in which the donor reserves a life interest in the property may be accepted subject to the Board's approval and subject to the other requirements of this Policy Statement. In such cases, consideration should be given as to which party will incur expenses to hold and maintain the property during the donor's lifetime.

Gifts in the form of a below-market sale of property to [REDACTED] may be accepted subject to the Board's approval and subject to the other requirements of this policy statement.

Questions concerning the appropriateness of any gift will be referred to and decided by the executive director.

#### *Donated Materials and Services*

Donated materials and equipment shall be reflected in the Financial Statements as their estimated values measured on the date of receipt. A substantial number of volunteers donate significant amount of time to [REDACTED] Program services on an on-going basis.

#### *Donor-Imposed Restrictions*

Contributions may be received with donor-imposed restrictions. Some restrictions permanently limit the organization's use of contributed assets. Other restrictions are temporary in nature, limiting the organization's use of contributed assets to (a) a later period or after a specific date (a time restriction), (b) a specific purpose (a purpose restriction), or (c) both.

Restrictions may (a) be stipulated explicitly by the donor in a written or oral communication accompanying the contribution or (b) result implicitly from the circumstances surrounding receipt of the contributed asset - i.e. making a gift to a capital campaign whose stated objective is to raise funds for a new building. Contributions of unconditional promises to give with payments due in future periods should be reported as temporarily restricted contributions unless the donor expressly stipulated or circumstances surrounding the receipt of the promise make clear that the donor intended it to be used to support activities of the current period.

#### *Donor-Imposed Conditions*

Transfers of assets and promises to give with donor-imposed conditions should be recognized as contribution revenue when the conditions have been substantially met or when the conditions have been explicitly waived by the donor, i.e. a contribution of cash or a promise to give cash in support of a proposed program should be recognized when the program is undertaken. Transfers of assets with donor-imposed conditions should be reported as refundable advances until the conditions have been substantially met. Transfers of assets on which resource providers have imposed conditions should be recognized as contributions if the likelihood of not meeting the conditions is remote. Unconditional contributions received without donor-imposed restrictions should be reported as unrestricted support that increases unrestricted net assets. Unconditional contributions received with donor-imposed restrictions should be reported as restricted support that increases permanently restricted or temporarily restricted net assets, depending on the nature of the restriction.

#### **Accounting for Contributions**

All contributions shall be recorded in accordance with GAAP, with specific attention to standards FASB 116 and 117. Contributions are recorded as pledged or received in accordance with FASB 116, and must be credited to the appropriate revenue lines as presented in the annual budget and coded with the appropriate account number as designated in the [REDACTED] Chart of Accounts.

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The value of any gift will be recorded on [REDACTED] books and records as required by standard accounting practices, which may not necessarily be the same value attributed to the gift for tax purposes. [REDACTED] will obtain an appraisal for in-kind gifts where necessary to assign a value if the value is not readily ascertainable by other means (for example, real estate or securities that are not publicly traded).

The value of in-kind gifts will be determined net of any mortgages, liens, and other encumbrances. No employee of should give individualized legal, tax, or estate planning advice to any donor. Donors should be referred to a qualified legal or tax advisor for such advice.

#### **Receipts and Disclosures**

All [REDACTED] donors and contributors shall be properly acknowledged for their contributions in accordance with IRS guidelines. The assigned staff for Resource Development in coordination with the Accounting Manager shall ensure proper recognition of contributors and grantors.

A written acknowledgement should be sent to the donor for all gifts exceeding \$250 in cash or in-kind value. All pledges and deferred gift commitments should be formally acknowledged either by a pledge form signed and dated by the donor or a written acknowledgement given by [REDACTED] to the donor.

#### **BILLING/INVOICING POLICIES**

- ▶ Responsibilities for Billing and Collection
- ▶ Invoicing
- ▶ Accounts Receivable
- ▶ Classification of Income and Net Assets

#### **CASH RECEIPTS**

- Processing of Checks and Cash Received Through the Mail
- ▶ Endorsement of Checks
- ▶ Timeliness of Bank Deposits
- ▶ Reconciliation of Deposits
- ▶ Use of Lockbox
- ▶ Processing of Lockbox Receipts
- ▶ Processing of Credit Cards
- ▶ On-Site Collections at Conferences and Seminars

#### **Processing of Checks and Cash Received Through the Mail**

The following procedures for cash received through the mail or given to a [REDACTED] representative shall be in place: When mail is opened, all checks shall be endorsed with the [REDACTED] official stamp. Mail is logged in and sorted by [REDACTED] support staff and distributed to the appropriate personnel. All cash and checks received through the mail shall be forwarded to the Accounting Manager's office. The Accounting Manager records all checks and cash by date, name of company or individual, designation, and amount.

After recording checks, or cash, an individual deposit ticket shall be prepared with triplicate copies, bearing a different designation of each account. That record shall include date of deposit, name of sender, amount, and designation. A copy of the bank deposit slip is retained in chronological order with copies of the deposited checks. All cash and checks shall be deposited the same business day if possible, and no later than the next business day into a [REDACTED] bank account.

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The CFO shall ensure appropriate entries in the general ledger for all deposits. The CFO shall reconcile all logs of incoming cash/checks with the deposit slips. Cash and checks exceeding one thousand dollars (\$1,000) shall be object of dual control executed by the receiver and the CFO or any two (2) other authorized staff members.

#### ► Endorsement of Checks

It is the policy of [REDACTED] that all checks received that are payable to the organization shall immediately be restrictively endorsed by the individual who prepares the deposits. The restrictive endorsement shall include the following information:

1. For Deposit Only
2. [REDACTED]
3. The bank name
4. The bank account number of [REDACTED]

- Timeliness of Bank Deposits
- Reconciliation of Deposits
- Use of Lockbox
- Processing of Lockbox Receipts
- Processing of Credit Cards
- On-Site Collections at Conferences and Seminars

#### ACCOUNTS RECEIVABLE MANAGEMENT

- Monitoring and Reconciliations
- Collections
- Credits and Other Adjustments to Accounts Receivable
- Accounts Receivable Write-Off Authorization Procedures
- Reserve for Uncollectible Accounts

### EXPENDITURES and DISBURSEMENT POLICIES

#### PURCHASING POLICIES AND PROCEDURES

- Responsibility for Purchasing
- Non-discrimination Policy
  - Use of Purchase Requisitions
  - Authorizations and Purchasing Limits
  - Solicitation of Quotations from Vendors
  - Evaluation of Alternative Vendors
  - Affirmative Consideration of Minority, Small Business and Women Owned Business
  - Special Purchasing Conditions
  - Vendor Files and Required Documentation
- Ethical Conduct in Purchasing
- Conflicts of Interest Prohibited
- Receipt and Acceptance of Goods

#### ► Responsibility for Purchasing

The CFO will assign an account expense code to the purchase requisitions, sign and date for approval.

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#### ► Non-discrimination Policy

All vendors/contractors who are the recipients of [REDACTED] funds, or who propose to perform any work or furnish any goods under agreements with [REDACTED] shall agree to these important principles:

1. Vendors/Contractors will not discriminate against any employee or applicant for employment because of race, religion, color, sexual orientation or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendors/contractors.
2. Vendors/contractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Notices, advertisement and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for meeting the intent of this section.

#### Use of Purchase Requisitions

All purchases will be made through the use of purchase requisitions or other approved methods. A purchase order must be submitted to the Accounting & Operations Coordinator. Purchase requisitions must clearly state price, item, vendor name, purchaser, destination, and date of request.

#### Authorizations and Purchasing Limits

Any expenditure in excess of *twenty-five thousand dollars* (\$25,000.00) for the purchase of a single item should have bids from three (3) suppliers if possible. These bids are reviewed by the Accounting Manager and the bid award must be specifically approved in advance by the Executive Director.

Purchases of less than five thousand dollars (\$5,000.00) may be made at the discretion of [REDACTED] Executive Director without competitive bids. However, for fixed assets, reasonable diligence should be exercised to comparatively shop for available sources.

Any purchase made by a board member on behalf of [REDACTED] will require prior approval by the Executive Director and the Finance Committee.

#### Solicitation of Quotations from Vendors

Selection of the appropriate vendor, prices and specifications for items should be determined (standard materials consistently purchased at lowest available price, usually at one vendor on a regular basis).

Prior to purchasing goods or services from a "new" vendor, the payment schedule and procedure should be explained to the vendor. If the vendor has a bookkeeping system that requires special consideration/payments, the Accounting Manager should be notified prior to the purchase.

#### Special Purchasing Conditions

Special purchases or large orders may result in special checks being written, therefore, in such cases to get substantial discount on a purchase, no promise of date of payment can be made without first checking with the Accounting Manager or the Executive Director.

#### Vendor Files and Documentation

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All detail will be filed alphabetically by vendor identification and maintained in locked cabinets in the [REDACTED] accounting office.

- **Ethical Conduct in Purchasing**
- **Conflicts of Interest Prohibited**
- **Receipt and Acceptance of Goods**

#### **ACCOUNTS PAYABLE MANAGEMENT**

- Recording of Accounts Payable
- Accounts Payable Cut-off
- **Payment Discounts**
- Reconciliation of A/P Subsidiary Ledger to General Ledger

#### **Recording of Accounts Payable**

All valid accounts payable transactions properly supported with the required documentation, shall be recorded as accounts payable in a timely manner. All claims submitted for payment must be approved by the Accounting & Operations Coordinator prior to payment.

Accounts payable checks will be processed on a twice monthly schedule or as necessary. Information is entered into the system from approved invoices or disbursement vouchers with appropriate documentation attached.

#### **Processing of Accounts Payable**

Upon payment of a bill, a copy of the check or duplicate of stub shall be stapled onto the bill and payment date and check number shall be printed on the invoice. The paid invoices shall be filed alphabetically according to company/individual name and shall be kept on a fiscal year basis on file.

The Accounting & Operations Coordinator shall receive the Accounts Payable checks prepared by the accounting Assistant and ensure that the appropriate signatures are executed. Check signers should initial supporting documents to help prevent duplicate presentation. The checks and necessary accompanying materials are then mailed.

All payments, transactions and invoices shall be filed with supporting documentation after execution by the Accounting & Operations Coordinator, and files will be kept confidential.

#### ► **Payment Discounts**

To the extent practical, [REDACTED] will take advantage of all prompt payment discounts offered by vendors. When availability of such discounts is noted, and all required documentation in support of payment is available, payments will be scheduled so as to take full advantage of the discounts.

#### ► **Reconciliation of A/P Subsidiary Ledger to General Ledger**

At the end of each monthly accounting period, the total amount due to vendors per the accounts payable subsidiary ledger shall be reconciled to the total per the accounts payable general ledger account (control account). All differences are investigated and adjustments are made as necessary. The reconciliation and the results of the investigation of differences are reviewed and approved by the CFO.

Also on a monthly basis, the following procedure will be performed:

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1. Check all statements received for unprocessed invoices.
2. Check the Purchase Order file for open PO's that are more than 60 days old and follow-up.

#### **TRAVEL AND BUSINESS**

- Local Mileage Reimbursement
- Out-of-town Travel Expenses
- Board Travel Expenses
- Expenditure Reimbursement
- Travel Advance

#### **Local Mileage Reimbursement**

Reimbursement for mileage will be based on the travel rate established by the Executive Director and the CFO and approved through the budgeting process. Travel reimbursement shall not be above IRS Guidelines.

Mileage reports are submitted to the CFO for approval within the first 5 days of the month immediately following the reporting period. These forms must provide complete, accurate information including destination, actual miles traveled, and purpose of travel. At any time, the mileage claimed by a staff member may be validated by [REDACTED] management for accuracy.

Mileage to and from the employee's residence to the place of work will not be paid by [REDACTED].

All parking and other expenditure receipts must be attached to the expense voucher as a condition for payment.

#### **Out-of-Town Travel Expenses**

[REDACTED] shall provide employees traveling out of town on official business \$50.00 per day for meals and incidental expenses (M&IE) – this is a flat fee and no receipts are required to be maintained. Exceptions to the policy will be made on case-by-case bases and approved by either the Executive Director or Accounting Manager. However, lodging and transportation expenses will only be reimbursed upon presentation of valid receipts. All other expenses to be incurred shall be pre-approved by the Executive Director or the Accounting Manager, and will be reimbursed upon presentation of the appropriate receipts.

#### **Board Travel Expenses**

Board members traveling to represent [REDACTED] or authorized by the Board of Directors to assist [REDACTED] on business, will be reimbursed for travel and per diem expenses in the same manner that staff are reimbursed.

#### **Expenditure Reimbursement**

Expenses pre-approved and directly related to [REDACTED] business activities (mileage, meals, hotel, supplies, etc.) will be reimbursed to employees upon submission of an Expense Voucher.

#### **Travel Advance**

Prepare a (Travel Advance) Check Request form and submit it to the Accounting & Operations Coordinator.

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The (Travel Advance) Check Request form must include the most reasonable estimates for costs to be incurred on the specific trip.

#### **CASH DISBURSEMENTS**

- ▶ Check Preparation
  - Check Signing
- ▶ Mailing of Checks
  - Voided Checks and Stop Payments
- ▶ Record Keeping-Independent Contractors
  - Expenditure Procedures
  - Credit Card Expenditures

#### **▶ Check Preparation**

##### **Check Signing**

The Executive Director and the Director of Development shall, unless otherwise decided by the Board, sign all checks, drafts, or orders for payment of money issued in the name of [REDACTED]. In the absence of either individual, the signature of the Board Chair or the Treasurer must be obtained.

All contracts, commitments for services in the name of [REDACTED] and other legal obligations shall be signed by the Executive Director. Unless otherwise decided by the Board.

#### **▶ Mailing of Checks**

##### **Voided Checks and Stop Payments**

Voided checks will be stamped and retained within a designated file in a locked cabinet.

#### **▶ Record-Keeping Independent Contractors**

##### **Expenditure Procedures**

All expenditures shall be approved by the Executive Director. While the Board has authorized the Executive Director and the CFO to make whatever purchases are needed for the day-to-day operation of [REDACTED], non-routine expenditures exceeding five thousand dollars (\$5,000.00), must be pre-approved by the Finance Committee prior to purchase. All authorized expenditures shall be coded by account number using [REDACTED] Chart of Accounts.

##### **Credit Card Expenditures**

The use of business credit cards by the [REDACTED] Executive Director and designated staff is authorized only when the use of check or regular accounts payable processes are not possible. Credit card expenditures shall not exceed three thousand dollars (\$3,000) each and must be pre-approved by the Executive Director and/or the CFO. Monthly credit card expenditure reports shall be submitted to the Accounting & Operations Coordinator for review and reconciliation.

#### **PAYROLL AND RELATED POLICIES**

- ▶ Classification of Workers as Employees or Independent Contractors
  - Payroll Administration

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- ▶ Changes in Payroll Data
- ▶ Payroll Taxes
  - Preparation of Timecards
  - Processing of Timecards
  - Review of Payroll
  - Distribution of Payroll

#### **▶ Classification of Workers as Employees or Independent Contractors**

##### **Payroll Administration**

Proper records shall be maintained at all times by the Accounting & Operations Coordinator in each staff member's personnel file.

Compensation ranges for all staff positions shall be developed in accordance with approved Job Classification and Compensation policies and is subject to the approval of the Executive Committee and Board of Directors. No employee of [REDACTED] may be compensated outside of the approved range.

The compensation of the EXECUTIVE DIRECTOR shall be determined by the Executive Committee of the Board.

- ▶ Changes in Payroll Data
- ▶ Payroll Taxes

##### **Preparation of Timecards**

All staff members must be complete and submit a timecard which accurately records work time and leave hours used. Please see procedures for timecards for complete details.

##### **Processing of Timecards**

Payroll is executed bi-monthly using a payroll service. Monthly payroll expenses shall be verified by the CFO against payroll reports and direct deposit reports and reconciled with checking account reports.

Paychecks or direct deposits will be provided to each employee by the Accounting & Operations Coordinator.

##### **Review of Payroll**

Payroll checks and direct deposit advice slips will be reviewed by the CFO.

##### **Distribution of Payroll**

Checks are issued on the twentieth day of the month for the pay period covering the first to the fifteenth of the month. Checks will be issued on the fifth day of the following month for the pay period covering the sixteenth through the last day of the month. If a payday falls on a weekend day or holiday, checks are issued on the last working day before the weekend.

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**CASH AND CASH MANAGEMENT**

- Cash Accounts
- Bank Reconciliations
- Cash Flow Management
  - Stale Checks
  - Petty Cash
- Wire Transfers

**Cash Accounts**

Funds of [REDACTED] shall be deposited in [REDACTED] bank accounts as may be designated by the Board of Directors, or as designated by the donor in the case of restricted contributions. The Accounting Manager shall maintain and oversee bank and investment accounts, and ensure [REDACTED] day-to-day financial operations. Several accounts are maintained by [REDACTED] as follows:

1. Checking Account
2. Money Market Account
3. Certificates of Deposit
4. Brokerage Account

These accounts may be changed as [REDACTED] financial conditions and requirements change. Cash and cash equivalents include all cash balances and highly liquid investments with a maturity of six months or less. The agency places its temporary cash investments with highly rated financial institutions. The CFO shall closely monitor the balances of the checking account, money market and certificates of deposit accounts. At times such investments may be outside of the FDIC insurance.

All checks, cash, money orders, and credit card deposits, are reviewed by the CFO and deposited in the appropriate accounts. All checks received from fund raising events, foundations and corporate donations and miscellaneous contributions, shall be deposited into the accounts. Monies shall be transferred from the checking account into the money market account or the investment account when necessary, by the CFO.

Checks are written on the (15<sup>th</sup>) fifteenth and (30<sup>th</sup>) and/or (31<sup>st</sup>), of each month to meet monthly obligations, or ongoing operational expenditures.

**Bank Reconciliations**

Bank reconciliations shall be completed monthly by the an outside party not involved with the day-to-day operations of the accounting office and cross-referenced with the cash and receipts logs and the monthly Financial Statements. The Financial Statements shall be reviewed by the Executive Director and presented to the Finance Committee at its monthly meeting.

All bank statements, credit card statements, and endowment fund reports will be reconciled every month by the CFO, and records will be kept in the CFO office.

**► Cash Flow Management****Stale Checks**

A check outstanding for more than six (6) months will be voided with a possible stop payment request to the bank upon approval of the CFO.

**Petty Cash**

The purpose of petty cash is to give staff more flexibility when small items need to be purchased immediately to provide a convenient method of payment or staff reimbursement. Petty cash may be used for payment of training and office consumable supplies and for staff reimbursement of training and office consumable supplies purchased.

When a staff member purchases an item (office consumable or training supply) prior approval is required.

In certain exceptional circumstances, it is possible that a staff member would incur an expense without prior approval. It should be clearly understood that [REDACTED] is not obligated to reimburse a staff for such an expense.

To be reimbursed for an approved purchase, staff must submit a Petty Cash Request form to the Accounting & Operations Coordinator with receipts attached for each expense itemized on the form.

Petty cash expenditures should be limited to \$100 for any one item unless under an extraordinary circumstance.

Petty cash is subject to a "surprise count" from the CFO at any time to ensure that it is properly documented at all times.

A petty cash "rolling" fund provides a systematic method for paying and recording out-of-pocket cash payments too small to be made by check. The [REDACTED] locations shall maintain a two hundred (\$200.00) petty cash fund, in which the total at any one time is \$200 in combination of cash and receipts.

The Accounting & Operations Coordinator shall maintain control of, and responsibility for, payments disbursed from the Petty Cash fund at all times; however, amounts should not exceed twenty-five Dollars (\$25.00) for each transaction and the total Fund should not exceed two hundred dollars (\$200.00).

The petty cash box shall remain locked and under the control of the Accounting Manager and one other employee they designate.

**► Wire Transfers****INVESTMENT POLICIES**

- Delegation of Authority
- Investment Objectives
- Allowable Investments
- Diversification
- Accounting Treatment
  - Procedures and Reporting

**► Delegation of Authority**

The Executive Director shall invest [REDACTED] funds in such a way as to maximize return while protecting principal, and will follow the guidelines listed below:

### ► Investment Objectives

The investment philosophy of [REDACTED] regarding short-term investments is **safety of principal and liquidity**. The investment goals of the Endowment Fund long-term investment portfolio shall give proper recognition to risk and return. The Endowment Fund investment strategy shall be reviewed and evaluated by the Finance Committee annually, to ensure the portfolio's proper diversification, security and return of investments.

### ► Allowable Investments

Acceptable investments shall be: Certificates of Deposit and Bankers Acceptances rated A1; Domestic Corporation Commercial Paper rated A1 and/or P1 by two (2) major rating services; all short-term Securities of the U.S. Government or an agency thereof.

Accounts such as interest-bearing checking accounts, money market accounts, certificates of deposit, investment-grade commercial paper, and government securities are to be the primary investments. Investing in any other type of investment vehicle requires prior approval by the Board of Directors.

### ► Accounting Treatment

All purchased investments shall initially be recorded at cost. All investments acquired by donation to [REDACTED] shall initially be recorded at their fair market value as of the date of donation.

**Donated securities (stocks, bonds) will be sold immediately**, unless the donor places special restrictions on sale of the securities. Donated investments shall be recorded as unrestricted, temporarily restricted, or permanently restricted income and net assets based on the existence or absence of such restrictions, as defined earlier.

Adjustments to market value result in unrealized gains and losses on investments. Such gains and losses resulting from contributed investments shall be classified as unrestricted, temporarily restricted, or permanently restricted based on the existence or absence of explicit restrictions on such appreciation and depreciation from the donor, as defined earlier.

### Procedures and Reporting

Investment of [REDACTED] funds should not exceed \$100,000 in any one institution for federal insurance purposes, unless approved by the Board of Directors.

Investments should be limited in term. Any investments with a term longer than three years must be approved by the Board of Directors.

Within guidelines, maximum interest rates shall be sought, with the maturity of the investments governed by expected cash needs.

All financial institutions shall be selected and approved by the Finance Committee and must have long-term investment rating of A or higher by Standard and Poor's, or a compatible rating. A current list of financial institutions approved as depositories for investment will be kept on file and updated regularly. This list includes commercial banks, savings and loans, and brokerage houses insured by the Securities Protection Investment Corporation.

All securities are to be written in the name of "The San Diego [REDACTED] Program".

Investment activity should be reviewed by the management committee on a regular basis. Endowment Fund Investments shall be reported with the monthly financial statements at the market value. The Finance Committee shall review and determine the general investment strategy for all [REDACTED] funds.

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### FIXED ASSET MANAGEMENT

- Capitalization Policy
- Contributed Assets
- Establishment and Maintenance of a Fixed Listing
- Receipt of Newly Purchased Equipment and Furniture
- Depreciation and Useful Lives
- Repairs of Fixed Assets
- Disposition of Fixed Assets\Write-offs of Fixed Assets
  - Deeds, Conveyances, etc.

#### ► Capitalization Policy

Physical assets acquired with unit costs in excess of \$5000 are capitalized as fixed assets on the financial statements. Items with unit costs below this threshold shall be expensed in the year purchased.

Capitalized fixed assets are accounted for at their historical cost and all such assets, except land, are subject to depreciation over their estimated useful lives, as described later.

#### ► Contributed Assets

Assets with fair market values in excess of \$5000 (per unit) that are contributed to [REDACTED] shall be capitalized as fixed assets on the financial statements. Contributed items with market values below this threshold shall be expensed in the year contributed.

Capitalized contributed assets are accounted for at their market value at the time of donation and all such assets, except land, are subject to depreciation over their estimated useful lives, as described later.

#### ► Establishment and Maintenance of a Fixed Asset Listing

All capitalized fixed assets shall be recorded in a property log. This log shall include the following information with respect to each asset:

1. Date of acquisition
2. Cost
3. Description (including color, model, and serial number)
4. Location of asset
5. Depreciation method
6. Estimated useful life

A physical inventory of all assets capitalized under the preceding policies will be taken on an annual basis by [REDACTED]. This physical inventory shall be reconciled to the property log and adjustments made as necessary. All adjustments resulting from this reconciliation will be approved by the CFO.

#### Receipt of Newly-Purchased Equipment and Furniture

At the time of arrival, all newly-purchased equipment and furniture shall be "eyeballed" for obvious physical damage. If an asset appears damaged or is not in working order, it shall be returned to the vendor immediately.

In addition, descriptions and quantities of assets per the packing slip or bill of lading shall be compared to the assets delivered. Discrepancies should be resolved with the vendor immediately.

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**Depreciation and Useful Lives**

All capitalized assets are maintained in the special fixed assets account group and are not to be included as an operating expense. Fixed assets are depreciated over their estimated useful lives using the straight-line method.

In the year of acquisition, depreciation is recorded based on the number of months the asset is in service, counting the month of acquisition as a full month (Example: an asset purchased on the 15<sup>th</sup> day of the fifth month shall have 5 full months of depreciation (eight-twelfths of one year) recorded for that year.

Furniture, and fixtures	5 yrs
General office equipment	5 yrs
Computer hardware and peripherals	3 yrs
Vehicles	10 years (bus), 5 years (new), 3 years (used)
Leasehold Improvements	5 years
Buildings/Land improvement	20 years (portable), 30 years

For accounting and interim financial reporting purposes, depreciation expense will be recorded on a yearly basis.

**► Repairs of Fixed Assets**

Expenditures to repair capitalized assets shall be expensed as incurred if the repairs do not materially add to the value of the property or materially prolong the estimated useful life of the property.

**► Disposition of Fixed Assets\Write-offs of Fixed Assets**

In the event a non-expendable asset is sold, scrapped, donated or stolen, adjustments will need to be made to the fixed asset listing and property log. If money is received for the asset, then the difference between the money received and the "book value" (purchase price less depreciation) of the asset will be recorded as a loss if the money received is less than the book value and a gain if the money received is more than the book value.

**Deeds, Conveyances, etc**

The Executive Director and the CFO shall execute all deeds, conveyances, mortgages, leases, contracts and other instruments in the name of [REDACTED]. However, if in any case the Finance Committee shall direct a different method of execution or signature it may do so notwithstanding the provisions of this Section.

**LEASES**

- Classification of Leases
- Accounting for Leases

[REDACTED] conducts a major part of its operations from leased facilities. Leases and other contractual agreements are negotiated by ...and executed with the approval of the ...

The CFO shall review leases when they are due for renewal and shall seek bids for best proposals before entering into new agreements and prior to submission to the Executive Director for approval.

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New leases in excess of twenty-five thousand dollars (\$25,000) per year require the approval of the Finance Committee.

All leases shall be approved by the Executive Director and the CFO and subsequently presented to the Finance Committee for ratification through the budgeting process. The following rules also apply:

Leases will correspond to the fiscal year whenever possible.

Copies of all leases will be maintained in the Accounting office.

The Executive Director and the CFO are authorized to develop and enter into contractual agreements with vendors, bankers, and third parties for the purpose of ensuring [REDACTED] general operations.

The Finance Committee shall review such agreements and make recommendations when necessary.

**ACCRUED LIABILITIES**

- Identification of Liabilities
- Accrued Leave

**NOTES PAYABLE**

- Record Keeping
- Accounting and Classification
- Non-Interest Bearing Notes Payable

All notes, loans and other indebtedness to be contracted in the name of [REDACTED] (except open accounts and all other routine banking transactions), shall require the signatures of the Chair of the Board, or the Treasurer of the Board and the signature of the Executive Director, unless otherwise specified by the Board or established in the present management policies and procedures.

All indebtedness over \$5,000.00 (Five Thousand) must be approved by a majority vote of the Finance Committee; the Board must approve all indebtedness over \$5,000.

**FINANCIAL STATEMENTS**

- Standard Financial Statements of the Organization
- Frequency of Preparation
- Review and Distribution
- Special Quarterly Distribution
- Annual Financial Statements

[REDACTED] financial statements shall be prepared on the accrual basis in accordance with Generally Accepted Accounting Principles ("GAAP"), and more specifically in accordance with standards of accounting and reporting established for non-profit organizations.

**Presentation of Financial Statements**

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The presentation of the Financial Statements shall follow the recommendation of the Financial Accounting Standards No. 117, "Financial Statements of Not-For-Profit Organizations" (SFAS No. 117).

Under these presentations, net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of [REDACTED] and changes shall be classified as unrestricted, temporarily restricted and permanently restricted.

Unrestricted net assets include amounts that are not subject to donor-imposed stipulations, which are used to account for resources available to carry out the purposes of and [REDACTED] in accordance with the limitations of its charter and bylaws. The principal sources of unrestricted funds are grants, contributions and investment income.

Temporarily restricted net assets are those resources currently available for use for program services. They are expendable only for purposes specified by the donor or grantor and may or will be met by the actions of and [REDACTED] and/or the passage of time. Such resources originate from grants and contributions restricted for specific purposes or a specific future time frame. When a donor or grantor restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently restricted net assets are those resources that are required to be maintained permanently, but which and [REDACTED] is allowed to use up or to expend all or part of the income which is derived from the donated assets.

#### Internal Financial Statements

Monthly Financial Statements will be prepared in a format approved by the Finance Committee. The statements shall be presented to the Executive Director, the Chairman of the Finance Committee and the Finance Committee for review.

The Financial Statements shall include information about all [REDACTED] funds and cash position as of the end of each month.

The Financial Statements will then be submitted to the Executive Committee and/or the Board of Directors for final review and approval on a monthly basis.

#### Accounting and Record-Keeping

The CFO, with oversight by the Finance Committee shall have the direct responsibility for ensuring the accuracy of the accounting records.

The CFO is responsible for the preparation of the Chart of Accounts, reporting formats, accounts payable processing, payroll input and payroll processing, cash receipts input, journal entries for general ledger, and bank reconciliations. The CFO is also responsible for Form 1099 reporting, Form 5500 reporting, and Form 990 reporting.

#### GOVERNMENT RETURNS

- Filing of Returns
- Public Access to Information Returns

#### Income Taxes

[REDACTED] is exempt from federal income taxes under Section 501 (c) (3) of the Internal Revenue Code as amended. Accordingly, no provisions for income taxes shall be reflected in the financial statements.

#### UNRELATED BUSINESS ACTIVITIES

- ▶ Identification and Classification
- ▶ Reporting

#### BUDGETING

- Preparation and Adoption
- Monitoring Performance
- Budget Modifications

##### Preparation and Adoption

The budgeting process shall relate in a timely manner to the budget request presented annually to funding sources. The Executive Director and the CFO in conjunction with the management team will coordinate the internal preparation of the budget draft, which will be then presented to the appropriate committees for review.

The Resource Development Committee shall review the specific revenue goals tied to the fund raising activities of the organization, and make recommendations to the Finance Committee. The Program Committee shall actively participate in the planning of upcoming program expenditures and formulate recommendations to the Finance Committee.

The Finance Committee shall review and approve the recommended budget revenues and expenditures for the fiscal year budget, and submit the final budget for approval to the Board of Directors.

The Executive Director, the CFO, and the Treasurer shall be responsible for presenting to the Finance Committee and other Board Committees an annual operating budget draft ninety (90) days prior to the end of the fiscal year and a proposed budget thirty (30) days prior to its submission to the Board of Directors.

##### Revenue Goals and Reports

The responsibility for reaching [REDACTED] budgeted revenue goals on a yearly basis is shared by the Executive Director and the Board of Directors and is specifically coordinated by the Resource Development Committee of the Board. The Executive Director, in conjunction with the assigned staff for Resource Development and Marketing, develops and proposes revenue goals and objectives and submits them to the appropriate Committees prior to Board discussion and approval.

The assigned staff for Resource Development and Marketing prepares a monthly report on the status of the fund raising activities and presents it to the Executive Director and to the Resource Development Committee. The Finance Committee reviews monthly revenues and expenditures and if necessary makes recommendations to the Board and to the Executive Director of [REDACTED].

The Finance Committee and [REDACTED] Executive Director shall continuously plan for the long-term financial stability of the organization in accordance with the agency's long-term plans which will be reviewed periodically, and adjusted when necessary.

The Finance Committee shall use due diligence in overseeing the investments of [REDACTED] funds, by establishing and monitoring an investment strategy that gives proper recognition to risk and return.

#### *Program and Event Budgets*

All programs and special events of [REDACTED] require a budget. Preparation of program and special event budgets will be completed by assigned staff for approval of the CFO. Event expenditure advances will be provided upon the approval of the event budget.

#### *Contingencies*

Grants often require the fulfillment of certain conditions as set forth in the related instrument. Failure to fulfill the conditions could result in the return of funds to the grantors. It is the responsibility of the CFO to oversee the fulfillment of grant conditions. All grants shall be properly acknowledged in accordance to IRS regulations and all grantors shall be properly recognized.

#### **ANNUAL AUDIT**

- Role of the Independent Auditor
- Frequency of Reviewing the Selection of the Auditor
- Preparation for the Annual Audit
- Concluding the Audit

##### ► **Role of the Independent Auditor**

[REDACTED] will have an audit of its financial statements and other financial information provided to the public, and its system of internal controls annually by a firm of Independent Certified Public Accountants. The auditing firm will be selected by the Audit Committee.

The role of the independent auditor is to disclose to the committee all critical accounting policies and practices used within the organization as well as share with the committee any discussions with management about such policies and practices.

The independent auditor will not provide non-auditing services to [REDACTED].

##### ► **Frequency of Reviewing the Selection of the Auditor**

The lead and reviewing partners of the auditing firm will be rotated every five years.

##### ► **Concluding the Audit**

Upon completion of the audit, the Audit Committee will meet with the representative of the audit firm auditors to review the results of the report, specifically material weaknesses in internal controls or reportable conditions.

#### **INSURANCE**

- Coverage Guidelines
- Insurance Definitions

Reasonable and adequate coverage will be maintained to protect [REDACTED] interests as well as the Board of Directors and [REDACTED] employees. The following insurance policies shall be kept on a yearly basis:

San Diego [REDACTED] Program  
Financial Policies and Procedures

Commercial Property Contents and Computer Policy, General and Professional Liability Insurance, Child Sexual Abuse and Child Molestation Liability Insurance, Directors and Officers Liability Insurance, Employee's Dishonesty Bond Insurance, Employee's Life Insurance, Workers Compensation Insurance, Long-Term Disability Insurance, and Employees Health Insurance.

Insurance policies shall be maintained with the insurance files on a yearly basis by [REDACTED] Accounting Manager. Insurance policies shall correspond to the fiscal year whenever possible. Insurance policies shall be carefully reviewed by the Executive Director and/or Accounting Manager before renewal each year.

##### ► **DOCUMENT RETENTION and DESTRUCTION**

#### **Document Retention**

[REDACTED] follows the document retention procedures outlined in the Document Retention Schedule-Appendix A. Documents that are not listed, but are substantially similar to those listed in the schedule will be retained for the appropriate length of time.

#### *Electronic Documents and Records*

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files, including records of donations made online, that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an email message, the message should be printed in hard copy and kept in the appropriate file or moved to an "archive" computer file folder. Backup and recovery methods will be tested on a regular basis.

#### **Document Destruction**

The Accounting Manager is responsible for the ongoing process of identifying [REDACTED] records which have met the required retention period and overseeing their destruction. Destruction of financial and personnel-related documents will be accomplished by shredding.

Document destruction will be suspended immediately upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation.

#### **FUNCTIONAL EXPENSE ALLOCATIONS**

- Direct Charging for Costs
- Allocation of Overhead Costs

#### **ADMINISTRATION OF FEDERAL AWARDS**

- Preparation and Review of Proposals
- Post-Award Procedures
- Compliance with Laws, Regulations, and Provisions of Awards
- Billing and Financial Reporting
- Cash Draw downs Under Letters of Credit
- Procurement Under Federal Awards

San Diego [REDACTED] Program  
Financial Policies and Procedures

- ▶ Solicitation of Bids from Vendors
- ▶ Provisions Included in all Contracts
- ▶ Making of Sub-awards
- ▶ Monitoring of Sub-recipients
- ▶ Equipment and Furniture Purchased with Federal Funds
- ▶ Standards for Financial Management Systems
- ▶ Budget and Program Revisions
- ▶ Close Out of Federal Awards

#### **CHARGING COSTS TO FEDERAL AWARDS**

- ▶ Segregating Unallowable from Allowable Costs
- ▶ Criteria for Allowability
- ▶ Direct Costs
- ▶ Indirect Costs
- ▶ Accounting for Specific Elements of Cost
- ▶ Cost Sharing and Matching

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Economic Development Department  
Community Development Division  
**SAMPLE PROCUREMENT  
POLICY & PROCEDURES**

*Federal regulations require that all organizations receiving federal grants must have a Board-approved procurement policy and procedures in place to ensure federally funded purchases are done ethically and fairly. The following document is provided here as a **sample only** to assist CDBG-funded subrecipients in establishing their own policy and procedures and does not necessarily imply City endorsement or guaranteed compliance with all applicable regulations, policies, and laws should the sample be duplicated by CDBG-funded subrecipients. Subrecipients should consult the United States Department of Housing and Urban Development (HUD) [Playing by the Rules](#) Handbook, 2 CFR 200, and their assigned City project manager should they have any questions regarding the adequacy of their procurement policy and procedures.*

#### **Procurement Policy for Subcontracted Services**

All procurements made by [REDACTED] (" [REDACTED] ") involving the expenditure of dollars for subcontracted services under Federally-funded contracts will be made in accordance with the following procurement standards.

Procurement transactions will maximize open and free competition consistent with the standards of 2 CFR Subpart D 200.317 through 200.320. [REDACTED] will not engage in procurement practices which may be considered arbitrary or restrictive.

##### Competitive Proposals

This technique is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. The following requirements apply:

- ❑ A request for proposal (RFP) which clearly and accurately states the technical requirements for the services required will be prepared;
- ❑ Publically advertise (UT San Diego, Daily Transcript) for 1 month or more;
- ❑ All evaluation factors and their relative importance will be determined;
- ❑ Proposals will be solicited from an adequate number of qualified sources and the agency will honor reasonable requests by parties to have an opportunity to compete;
- ❑ Second Chance shall evaluate responses to its solicitation in accordance with the predetermined evaluation criteria; and
- ❑ Award will be made to the responsible firm whose proposal is most advantageous to the agency with price and other factors considered.

##### Noncompetitive Proposals

This technique may be used only when the award of a contract is not feasible through competitive proposals and one of the following circumstances applies:

- ❑ The service is available only from a single source;
- ❑ A public emergency or condition requiring urgency exists which will not permit the use of competitive solicitation;
- ❑ The funding source authorizes the use of noncompetitive proposal; or
- ❑ Competition is determined to be inadequate after receiving proposals from numerous sources.

Revised May 2016

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## SAMPLE LMI VERIFICATION & CDBG ELIGIBILITY POLICY & PROCEDURES

*Federal regulations require that all organizations receiving federal grants must have a Board-approved low/moderate-income verification and CDBG eligibility policy and procedures in place to ensure CDBG funds are used to benefit primarily LMI clients. The following document is provided here as a **sample only** to assist CDBG-funded subrecipients in establishing their own policy and procedures and does not necessarily imply City endorsement or guaranteed compliance with all applicable regulations, policies, and laws should the sample be duplicated by CDBG-funded subrecipients. Subrecipients should consult their assigned City project manager should they have any questions regarding the adequacy of their LMI verification and CDBG eligibility policy and procedures.*

██████████  
 ██████████ San Diego, CA 921██████████  
 Tel 619.██████████ Fax 619.██████████

### Action Low/Moderate Income Verification and CDBG Eligibility Procedures

To determine a client's eligibility for CDBG-funded services, ██████████ collects most recent tax returns during the intake process. Household income and size are then compared with current HUD LMI income limits and this information is then stored in ██████████'s portfolio management software system during the underwriting process. In order to be eligible for CDBG-funded services, a borrower's annual household income must be 80% or less than the area median income. ██████████ maintains copies of tax returns both electronically and in paper form in the client loan file.

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May 8, 2023

Dear FY 2024 CDBG Subrecipient:

Subject: Compliance with City of San Diego Living Wage Ordinance

The City of San Diego requires that an organization working on or under the authority of an agreement subject to the [Living Wage Ordinance](#) (LWO) (which includes CDBG agreements) comply with all applicable provisions of the LWO unless specifically approved for an exemption.

You will find attached to this letter:

- Information on the basic requirements of the [LWO](#);
- A blank [Certification of Compliance](#) form to complete, if your CDBG agreement is subject to the LWO;
- A blank [Application for Exemption](#) form to complete and information on the required supporting documentation to provide, if your CDBG agreement is not subject to the LWO; and
- Three sample Application for Exemption forms with required documentation to serve as guides.

Please review the attached forms and information. After you have determined the proper form to complete regarding your CDBG agreement(s), please upload the completed form and any required supporting documentation as a single PDF to ED Grants. The PDF will then be forwarded to LWO staff for review and approval.

Please note, if you have multiple FY 2024 CDBG agreements, you will need to submit a separate LWO form/packet for each agreement.

If you have any questions on how to comply with the LWO, please contact the LWO Program directly at (619) 236-6054 or [ContactLWO@sandiego.gov](mailto:ContactLWO@sandiego.gov).

Thank you very much for your cooperation.

Sincerely,



Michele Marano  
Community Development Coordinator

- Attachments:
1. LWO Resources & Links
  2. Certification of Compliance Form
  3. Application for Exemption Form
  4. Sample Required Documentation for Exemption Packet – 12 or Fewer Employees
  5. Sample Required Documentation for Exemption Packet – 501(c)(3) Organization
  6. Sample Required Documentation for Exemption Packet – Collective Bargaining Agreement





Compliance Department

LWO

## Living Wage Ordinance Resources & Links

### **General Information**

- LWO Web Page (includes LWO overview video):  
<https://www.sandiego.gov/purchasing/programs/livingwage>
- LWO Rates, Program Rules, and Forms:  
<https://www.sandiego.gov/compliance/living-wage/rates-rules-forms>

### **For Organizations/Contracts that Do Not Meet Exemption Criteria**

- Employer Requirements  
<https://www.sandiego.gov/compliance/living-wage/emp-req>
- LWO Certification of Compliance Form  
[https://www.sandiego.gov/sites/default/files/lwo\\_certificationofcompliance.pdf](https://www.sandiego.gov/sites/default/files/lwo_certificationofcompliance.pdf)

### **For Organizations/Contracts that Meet Exemption Criteria**

- LWO Application for Exemption Form  
[https://www.sandiego.gov/sites/default/files/lwo\\_exempt\\_application\\_fillable.pdf](https://www.sandiego.gov/sites/default/files/lwo_exempt_application_fillable.pdf)

**LIVING WAGE ORDINANCE**  
**CERTIFICATION OF COMPLIANCE**  
REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

**COMPANY INFORMATION**

Company Name:

Company Address:

Company Contact Name:

Contact Phone:

**CONTRACT INFORMATION**

Contract Number (if no number, state location):

Start Date:

Contract Title (or description):

End Date:

Purpose/Service Provided:

**TERMS OF COMPLIANCE**

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO; and
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

**CONTRACTOR CERTIFICATION**

By signing, the contractor certifies under penalty of perjury under laws of the State of California to the following:

- (a) comply with the requirements of the Living Wage Ordinance; and
- (b) will perform at least fifty percent (50%) of the work with its own employees.

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FOR OFFICIAL CITY USE ONLY**

Date of Receipt:

LWO Analyst:

Contract Number:

## LIVING WAGE ORDINANCE APPLICATION FOR EXEMPTION

### COMPANY INFORMATION

Company Name:

Company Address:

Company Contact Name:

Contact Phone:

### CONTRACT INFORMATION

Contract Number (if no number, state location):

Start Date:

Contract Title (or description):

End Date:

Purpose/Service Provided:

### EXEMPTION BASIS

Check one option and submit required supporting documentation:

- ☐ **Business employs 12 or fewer employees**, including parent and subsidiary entities, for each working day in each of 20 or more calendar weeks in current or preceding calendar year and, in the City's determination, will not need to retain more than a total of 12 employees (including subcontractors) to perform work related to the City contract. [SDMC §22.4215 (c)(1)]  
Required documentation: Correspondence on company letterhead and signed by a legally authorized officer documenting number of employees and listing subcontractors AND copy of firm's State of California Employment Development Department Quarterly Contribution Return and Report of Wages (Continuation) [form DE9C] for prior two quarters.
- ☐ **Business operating as sole proprietorship with no employees** and will not utilize subcontractors. [SDMC §22.4215 (c)(1)]  
Required documentation: Correspondence on company letterhead and signed by a legally authorized officer certifying sole proprietorship status AND copy of firm's State of California Employment Development Department letter confirming no reported payroll [form DE4107A] OR Internal Revenue Service Form 1040 – Schedule C for prior three years. If an extension was filed for most recent tax year, submit copy of Extension and Federal income tax returns for the three (3) previous tax years. If your business has not yet filed taxes, submit a Profit/Loss (P/L) Statement.
- ☐ **Business organized under IRS section 501(c)(3)** and highest officer's salary, when calculated on an hourly basis, is less than eight times the hourly wage rate of the lowest paid covered employee. SDMC section 22.4215 (c)(2).  
Required documentation: Copy of IRS letter recognizing status as non-profit organized under section 501(c)(3) AND statement of salary listing corporation's highest paid officer and lowest paid worker, both computed on an hourly basis.
- ☐ **Collective Bargaining Agreement** specifically (in writing) supersedes the Living Wage Ordinance. SDMC section 22.4240.  
Required documentation: Copy of collective bargaining agreement OR written confirmation from union representing employees working on the contract.

### CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California that information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Name of Signatory

Title of Signatory

Signature

Date

Approval of this application exempts only the listed contractor from the LWO during performance of this contract. A subcontractor performing work on this contract is not exempt unless separate exemption is applied for and approved.

### FOR OFFICIAL CITY USE ONLY

☐ Not Approved – Reason:

☐ Approved

LWO Analyst:

Date:



5141 Guild Street, La Mesa, CA 91942; 619.466.0464 office 619.466.9244 fax; knottspes@knottspes.com

September 5, 2018

City of San Diego  
Purchasing & Contracting

To: Cheryl Smoot

Knott's Pest Control currently employs eight employees:

[REDACTED]

Due to the fact that we employ fewer than 12 employees, I have completed the Living Wage Ordinance Application for Exemption.

Regards,

[REDACTED]

[REDACTED]

**EDD** Employment  
Development  
Department  
State of California

**QUARTERLY CONTRIBUTION  
RETURN AND REPORT OF WAGES  
(CONTINUATION)**

**11057**  
REMEMBER: File your DE 9 and DE 9C together.  
You must FILE this report even if you had no payroll. If you  
had no payroll, complete items C and O.



009C0111

Page number 2 of 2QUARTER  
ENDED 06 30 18

DUE 07 01 18

DELINQUENT IF NOT  
POSTMARKED  
OR RECEIVED BY 07 31 18

YR QTR  
18 2

NTF

**RECORD COPY ONLY  
DO NOT SEND TO THE AGENCY**

EMPLOYER ACCOUNT NO.

DO NOT ALTER THIS AREA

P1 ☐ C ☐ T ☐ S ☐ W ☐ A ☐

EFFECTIVE DATE

Mo. Day Yr.  
[ ][ ] [ ][ ] [ ][ ]

WIC

[ ][ ] [ ][ ] [ ][ ]

A. **EMPLOYEES** full-time and part-time who worked  
during or received pay subject to UI for the payroll  
period which includes the 12th of the month.

1st Mo. 2nd Mo. 3rd Mo.  
11 11 11

B. ☐ Check this box if you are reporting **ONLY** Voluntary Plan Disability Insurance  
wages on this page. Report Personal Income Tax (PIT) Wages and PIT Withheld,  
if appropriate. (See instructions for Item B.)

C. ☐ NO PAYROLL

D. SOCIAL SECURITY NUMBER	E. EMPLOYEE NAME (FIRST NAME)	(M.I.) (LAST NAME)	
		J	
F. TOTAL SUBJECT WAGES	G. PIT WAGES	H. PIT WITHHELD	0 00
D. SOCIAL SECURITY NUMBER	E. EMPLOYEE NAME (FIRST NAME)	(M.I.) (LAST NAME)	
F. TOTAL SUBJECT WAGES	G. PIT WAGES	H. PIT WITHHELD	0 00
D. SOCIAL SECURITY NUMBER	E. EMPLOYEE NAME (FIRST NAME)	(M.I.) (LAST NAME)	
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F. TOTAL SUBJECT WAGES	G. PIT WAGES	H. PIT WITHHELD	
D. SOCIAL SECURITY NUMBER	E. EMPLOYEE NAME (FIRST NAME)	(M.I.) (LAST NAME)	
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L. GRAND TOTAL SUBJECT WAGES	M. GRAND TOTAL PIT WAGES	N. GRAND TOTAL PIT WITHHELD	

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O. I declare that the information herein is true and correct to the best of my knowledge and belief.

Signature **Client Copy - For Reference Only**

Required

Title

Date

Phone

MAIL TO: State of California / Employment Development Department / P.O. Box 988071 / West Sacramento CA 95798-9071  
DE 9C Rev. 1 (1-12) (INTERNET)





December 20, 2018

**BOARD OF DIRECTORS**

**DANIEL MORALES, President**  
Retired, Community Services Liaison  
San Diego Housing Commission

**TRACEY WILLIAMS, 1<sup>st</sup> Vice President**  
Principal Tax Analyst  
Sempra Energy

**BOB BENSON, 2<sup>nd</sup> Vice President**  
President  
National University International

**LEON BROOKS, Treasurer**  
Principal, Leon Brooks and Associates

**INGRID NIELSEN, Secretary**  
Retired, Commercial Property Manager  
Nielsen Properties

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Labor Council

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Warden, Retired  
Richard J. Donovan Correctional Facility

**KEVIN A. SCHLEGEL**  
Program Manager  
Viasat, INC

**Anne Bernstein**

Interim Chief Executive Officer

City of San Diego  
Living Wage Program  
202 C Street MS 9A  
San Diego CA 92101

Re: Urban Corps of San Diego County  
Letter to Support Application for Living Wage Exemption  
Ordinance and Section SDMC 22.4215 (b) (3)

Dear Living Wage Analyst:

The Urban Corps of San Diego County is a not-for profit business under IRS Section 501(c) (3). A copy of our IRS letter is attached as required by the Living Wage Ordinance Application for Exemption.

The Urban Corps highest paid officer's salary, when calculated on an hourly basis, is less than eight times the hourly wage rate of the lowest paid full-time employee as shown below.

- Highest Paid Officer's Salary – Interim Chief Executive Officer - [REDACTED]
- Lowest Paid Full-time Employee – Supervisor - [REDACTED]

Additionally, the Urban Corps of San Diego County is a certified local conservation corps and charter school whose mission is to provide young adults with a high school education combined with job training and community service in the fields of conservation and recycling, which assist youth in becoming more employable while protecting San Diego's natural resources and instilling the importance of community service and qualifies for the exemption as stated in Section SDMC 22.4215 (b) (3) attached.


Sincerely,

[REDACTED]  
Interim Chief Executive Officer

***Certified Local Conservation Corps & Charter School***

***"Learning, Earning, & Conserving"***

3127 Jefferson Street, San Diego, CA 92110. Mailing Address: P.O. Box 80156, San Diego, CA 92138-0156  
Telephone (619) 235-6884; Fax (619) 235-5425; Toll Free (855) SD-CORPS: [www.urbancorpssd.org](http://www.urbancorpssd.org)

 **IRS** Department of the Treasury  
Internal Revenue Service  
P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: [REDACTED]  
Jan. 24, 2013 [REDACTED]  
[REDACTED] 000000 00  
[REDACTED]  
BODC: TE

URBAN CORPS OF SAN DIEGO  
PO BOX 80156  
SAN DIEGO CA 92138-0156



014561

Employer Identification Number: [REDACTED]  
Person to Contact: [REDACTED]  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 14, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in March 1994.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/efo](http://www.irs.gov/efo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248206070  
Jan. 24, 2013 LTR 4168C EO  
33-0352148 000000 00  
00015568

URBAN CORPS OF SAN DIEGO  
PO BOX 80156  
SAN DIEGO CA 92138-0156

If you have any questions, please call us at the telephone number  
shown in the heading of this letter.

Sincerely yours,

[REDACTED]  
[REDACTED], Department Manager  
Accounts Management Operations

2015-2017  
Collective Bargaining  
Agreement

Between

The Neighborhood House Association

and

Service Employees International Union,  
Local 221



## PREAMBLE

This Agreement is made and entered into by The Neighborhood House Association (the "Employer" or "NHA") and Service Employees International Union, Local 221 (the "Union" or "SEIU Local 221"). The Employer and the Union acknowledge and agree that this Agreement is the result of meeting and negotiating in good faith and further acknowledge and agree that this Agreement contains all matters on which the parties reached agreement.

## ARTICLE 1

### PHILOSOPHY AND PURPOSE OF AGREEMENT

NHA and the Union embrace and are committed to NHA's Vision Statement and Mission Statement, which provide as follows:

**Vision Statement:** The Neighborhood House Association envisions developing children, families, and future leaders of our communities through empowerment, education, and wellness from our house to yours.

**Mission Statement:** Leading the way in developing confident, self-sufficient, healthy families and communities.

The Neighborhood House Association (NHA) is San Diego County's largest multi-purpose human services organization. NHA helps thousands of individuals and families improve their quality of life by providing vital social services including employment, healthcare, child, family and senior services.

In addition, NHA and the Union embrace and are committed to the NAEYC Code of Ethics that all NHA employees are expected to follow. Finally, with respect to NHA's Head Start operations, NHA and the Union embrace and are committed to the Program Performance Standards promulgated by Head Start.

NHA and the Union agree that the purpose of this Agreement is to support these core philosophies and standards by establishing wages, hours, and conditions of employment in the Head Start operations that result in a performance-based work environment in which serving the needs of the children and their families is the paramount objective and, at the same time, result in a harmonious work environment that facilitates the ability of employees to maximize their potential and provide the highest quality of service to NHA's clients.

## ARTICLE 2

### UNION RECOGNITION

#### **2.1 Non-Professional Bargaining Unit**

The Employer recognizes the Union as sole and exclusive bargaining agent for the employees in the following bargaining unit:



# **FY 2024 CDBG Agreement Execution**

## *Board of Directors Authorization*

Choose only 1 of 2 options:

**Board Meeting**

or

**Unanimous Written Consent**

(There are two different templates available.)

# **FY 2024 CDBG Agreement Execution**

*Board of Directors Authorization*

## **Board Meeting**

Template

**CERTIFICATE OF SECRETARY OF  
[TO BE DETERMINED], INC.,  
a California corporation**

The undersigned, [TO BE DETERMINED], being the Secretary of [TO BE DETERMINED], Inc., a California non-profit public benefit corporation (“Corporation”), delivers this Certificate of Secretary (“Certificate”) to induce the City of San Diego, a California municipal corporation (“City”), to both: (a) consider the Corporation’s proposal for Community Development Block Grant (“CDBG”) funding from the City for the City’s 2024 fiscal year; and (b) if the Corporation is allocated CDBG funding from the City for the City’s 2024 fiscal year, enter into that certain Fiscal Year 2023 City of San Diego Community Development Block Grant Program Subrecipient Agreement, dated as of July 1, 2023, by and between the Corporation and the City (“Agreement”).

The undersigned certifies to the City each of the following, with full knowledge that the City will rely upon each of the following certifications, and affirms that the City may conclusively rely on all of the following certifications:

1. The undersigned is the duly elected and acting Secretary of the Corporation;
2. Attached to this Certificate as **Exhibit A** is a true, correct and complete copy of the resolutions duly adopted by the directors of the Corporation, at a meeting of the directors on [TO BE DETERMINED], 2023, and authorizing: (a) submittal to the City of the Corporation’s proposal for CDBG funding from the City for the City’s 2024 fiscal year; and (b) if the Corporation is allocated CDBG funding from the City for the City’s 2024 fiscal year, the Corporation’s entry into, delivery and performance of the Agreement (and any and all other documents, instruments and/or agreements referred to in the Agreement and/or to be made or entered into in connection with the Agreement and/or in the implementation of the Agreement), and the consummation of the transactions contemplated by the Agreement (and any and all such other documents, instruments and/or agreements), which resolutions: (i) are in full force and effect; (ii) have been duly adopted by the directors of the Corporation at a meeting of the directors on [TO BE DETERMINED], 2023, in exactly the form set forth in **Exhibit A** attached to this Certificate and in accordance with the laws of the Corporation’s state of organization and the Bylaws of the Corporation; and (iii) have not been modified, repealed, rescinded, amended or revoked since their adoption;

*[Continued on following page]*

3. The following named persons are the officers of the Corporation, duly elected, qualified, acting and incumbent in each of the respective capacities designated and set forth below, and the accompanying signatures of each of such officers set forth opposite their respective names are their genuine signatures, respectively, and may be accepted and relied upon by the City as such, pursuant to and in accordance with the resolutions of the Corporation referenced in numbered paragraph 2 above:

<u>Name</u>	<u>Office(s)</u>	<u>Actual Signatures</u>
_____	[ex. President/CEO]	_____
_____	[ex. Secretary]	_____
_____	[ex. Chief Financial Officer]	_____

Notwithstanding the date of this Certificate, the undersigned agrees, acknowledges, understands and affirms the continuing accuracy, truthfulness, and effectiveness of each of the matters certified in this Certificate on and as of the date(s) that: (a) the Corporation submits to the City the Corporation's proposal for CDBG funding from the City for the City's 2024 fiscal year; and (b) the Agreement and any and all other documents, instruments and/or agreements referred to in the Agreement and/or to be made or entered into in connection with the Agreement and/or in the implementation of the Agreement are signed by or on behalf of the Corporation and/or are otherwise given effect pursuant to the provisions of the Agreement. The certifications in this Certificate may be relied upon by the City, until the City receives written notice of any change in such certifications from the undersigned.

IN WITNESS WHEREOF, the undersigned makes this Certificate of Secretary on **[TO BE DETERMINED]**, 2023.

\_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Secretary

[Seal]

## **EXHIBIT A**

### **RESOLUTION OF THE BOARD OF DIRECTORS OF [TO BE DETERMINED], INC.**

The Board of Directors of [TO BE DETERMINED], Inc., a California non-profit public benefit corporation (“Corporation”), take the following actions and adopt the following resolutions:

WHEREAS, the Corporation intends to submit a proposal to the City of San Diego, a California municipal corporation (“City”), for Community Development Block Grant (“CDBG”) funding from the City for the City’s 2024 fiscal year; and

WHEREAS, if the Corporation is allocated CDBG funding from City for the City’s 2024 fiscal year, the Corporation intends to enter into that certain Fiscal Year 2024 City of San Diego Community Development Block Grant Program Subrecipient Agreement, dated as of July 1, 2023 (“Agreement”), with the City;

BE IT RESOLVED, by the Board of Directors of the Corporation, that the officers of the Corporation are authorized to submit a proposal on behalf of the Corporation to the City to obtain CDBG funding from the City for the City’s 2024 fiscal year; and

BE IT RESOLVED FURTHER, by the Board of Directors of the Corporation, that if the Corporation is allocated CDBG funding from the City for the City’s 2024 fiscal year, the Corporation entering into the Agreement is authorized, ratified and approved; and

BE IT RESOLVED FURTHER, by the Board of Directors of the Corporation, that if the Corporation is allocated CDBG funding from the City for the City’s 2024 fiscal year, the officers of the Corporation are authorized to: (a) sign, enter into, and deliver the Agreement on behalf of the Corporation; and (b) take all actions necessary or reasonably desirable on behalf of the Corporation to perform the Corporation’s obligations and duties under the Agreement and consummate the transactions contemplated in the Agreement.

*[Continued on following page]*



This resolution is effective as of **[TO BE DETERMINED]**, 2023. This resolution shall be filed with the minutes of the Board of Directors of the Corporation.

# **FY 2024 CDBG Agreement Execution**

*Board of Directors Authorization*

**Unanimous Written Consent**

Template

**CERTIFICATE OF SECRETARY OF  
[TO BE DETERMINED], INC.,  
a California corporation**

The undersigned, [TO BE DETERMINED], being the Secretary of [TO BE DETERMINED], Inc., a California non-profit public benefit corporation (“Corporation”), delivers this Certificate of Secretary (“Certificate”) to induce the City of San Diego, a California municipal corporation (“City”), to both: (a) consider the Corporation’s proposal for Community Development Block Grant (“CDBG”) funding from the City for the City’s 2024 fiscal year; and (b) if the Corporation is allocated CDBG funding from the City for the City’s 2024 fiscal year, enter into that certain Fiscal Year 2023 City of San Diego Community Development Block Grant Program Subrecipient Agreement, dated as of July 1, 2023, by and between the Corporation and the City (“Agreement”).

The undersigned certifies to the City each of the following, with full knowledge that the City will rely upon each of the following certifications, and affirms that the City may conclusively rely on all of the following certifications:

1. The undersigned is the duly elected and acting Secretary of the Corporation;
2. Attached to this Certificate as **Exhibit A** is a true, correct and complete copy of the resolutions duly adopted by all of the directors of the Corporation, by unanimous written consent in lieu of a meeting, as of [TO BE DETERMINED], 2023, and authorizing: (a) submittal to the City of the Corporation’s proposal for CDBG funding from the City for the City’s 2024 fiscal year; and (b) if the Corporation is allocated CDBG funding from the City for the City’s 2024 fiscal year, the Corporation’s entry into, delivery and performance of the Agreement (and any and all other documents, instruments and/or agreements referred to in the Agreement and/or to be made or entered into in connection with the Agreement and/or in the implementation of the Agreement), and the consummation of the transactions contemplated by the Agreement (and any and all such other documents, instruments and/or agreements), which resolutions: (i) are in full force and effect; (ii) have been duly adopted by all of the directors of the Corporation by unanimous written consent in lieu of a meeting, as of [TO BE DETERMINED], 2023, in exactly the form set forth in **Exhibit A** attached to this Certificate and in accordance with the laws of the Corporation’s state of organization and the Bylaws of the Corporation; and (iii) have not been modified, repealed, rescinded, amended or revoked since their adoption;

*[Continued on following page]*

3. The following named persons are the officers of the Corporation, duly elected, qualified, acting and incumbent in each of the respective capacities designated and set forth below, and the accompanying signatures of each of such officers set forth opposite their respective names are their genuine signatures, respectively, and may be accepted and relied upon by the City as such, pursuant to and in accordance with the resolutions of the Corporation referenced in numbered paragraph 2 above:

<u>Name</u>	<u>Office(s)</u>	<u>Actual Signatures</u>
_____	[ex. President/CEO]	_____
_____	[ex. Secretary]	_____
_____	[ex. Chief Financial Officer]	_____

Notwithstanding the date of this Certificate, the undersigned agrees, acknowledges, understands and affirms the continuing accuracy, truthfulness, and effectiveness of each of the matters certified in this Certificate on and as of the date(s) that: (a) the Corporation submits to the City the Corporation's proposal for CDBG funding from the City for the City's 2024 fiscal year; and (b) the Agreement and any and all other documents, instruments and/or agreements referred to in the Agreement and/or to be made or entered into in connection with the Agreement and/or in the implementation of the Agreement are signed by or on behalf of the Corporation and/or are otherwise given effect pursuant to the provisions of the Agreement. The certifications in this Certificate may be relied upon by the City, until the City receives written notice of any change in such certifications from the undersigned.

IN WITNESS WHEREOF, the undersigned makes this Certificate of Secretary on **[TO BE DETERMINED]**, 2023.

\_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Secretary

[Seal]

## **EXHIBIT A**

### **UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF [TO BE DETERMINED], INC.**

The undersigned, being all of the members of the Board of Directors of [TO BE DETERMINED], Inc., a California non-profit public benefit corporation (“Corporation”), by signing this written consent pursuant to California Corporations Code Section 5211(b), take the following actions and adopt the following resolutions:

WHEREAS, the Corporation intends to submit a proposal to the City of San Diego, a California municipal corporation (“City”), for Community Development Block Grant (“CDBG”) funding from the City for the City’s 2024 fiscal year; and

WHEREAS, if the Corporation is allocated CDBG funding from City for the City’s 2024 fiscal year, the Corporation intends to enter into that certain Fiscal Year 2024 City of San Diego Community Development Block Grant Program Subrecipient Agreement, dated as of July 1, 2023 (“Agreement”), with the City;

BE IT RESOLVED, by the Board of Directors of the Corporation, that the officers of the Corporation are authorized to submit a proposal on behalf of the Corporation to the City to obtain CDBG funding from the City for the City’s 2024 fiscal year; and

BE IT RESOLVED FURTHER, by the Board of Directors of the Corporation, that if the Corporation is allocated CDBG funding from the City for the City’s 2024 fiscal year, the Corporation entering into the Agreement is authorized, ratified and approved; and

BE IT RESOLVED FURTHER, by the Board of Directors of the Corporation, that if the Corporation is allocated CDBG funding from the City for the City’s 2024 fiscal year, the officers of the Corporation are authorized to: (a) sign, enter into, and deliver the Agreement on behalf of the Corporation; and (b) take all actions necessary or reasonably desirable on behalf of the Corporation to perform the Corporation’s obligations and duties under the Agreement and consummate the transactions contemplated in the Agreement.

***[Continued on following page]***



This written consent may be signed in counterparts, is effective as of **[TO BE DETERMINED]**, 2023, and is made pursuant to California Corporations Code Section 5211(b), authorizing the taking of action by unanimous written consent of the Board of Directors of the Corporation without a meeting. The undersigned members of the Board of Directors of the Corporation waive any and all notice regarding the actions taken and resolutions adopted by this written consent, whether provided by law or the Bylaws of the Corporation. This written consent shall be filed with the minutes of the Board of Directors of the Corporation.

**Directors:**

\_\_\_\_\_  
Typed Name:

\_\_\_\_\_  
Typed Name:

\_\_\_\_\_  
Typed Name:

\_\_\_\_\_  
Typed Name:

\_\_\_\_\_  
Typed Name:

\_\_\_\_\_  
Typed Name:

Below are commonly used acronyms and initialisms in the City of San Diego's CDBG program. For definitions of common terms, refer to Section 5 of the FY 2024 CDBG Agreement Execution Handbook.

ADA	Americans with Disabilities Act
AHRLF	Affordable Housing Revolving Loan Fund
CDBG	Community Development Block Grant
CDD	Community Development Division
CED	Community & Economic Development
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CGL	Commercial General Liability
City	City of San Diego, California, United States of America
CLFA	County Labor Force Availability
CNI	Catalytic Neighborhood Investment
EDD	Economic Development Department
ED Grants	Economic Development Grants Management System
FAIC	Federally Approved Indirect Cost
HR	Housing Rehabilitation
HUD	Housing and Urban Development
IRS	Internal Revenue Service
LMI	Low/Moderate Income
LWO	Living Wage Ordinance
MHR	Multifamily Housing Rehabilitation
MPR	Monthly Programmatic Report
NCIP	Nonprofit Capital Improvement Project
NEPA	National Environmental Policy Act
NOFA	Notice of Funding Availability
PDF	Portable Document Format
PS	Public Services
RFP	Request for Proposals
RFQ	Request for Qualifications
RFR	Request for Reimbursement
SHR	Single-Family Housing Rehabilitation
SUS	Sustainability
WC	Workers' Compensation