

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF FORT BRAGG AND MENDOCINO COAST HOSPITALITY CENTER FOR CDBG PUBLIC SERVICE PROGRAM ACTIVITIES, CDBG #14-CDBG-9881

THIS AGREEMENT, entered this 9th day of February, 2015 by and between the City of Fort Bragg (herein called the "Grantee") and Mendocino Coast Hospitality Center (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program ("the Department") originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for its Community Development Block Grant (CDBG) Grant 14-CDBG-9881, for an employment training program;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering components as detailed below of CDBG Grant #14-CDBG-9881 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1: The Subrecipient agrees to perform the employment training grant activity as summarized below and as further detailed in Exhibit B – Scope of Work, attached:

Development, management and implementation of the Giving Garden Program for the benefit of at least 66 homeless/mental health clients over the Program term as described in Item C "Levels of Accomplishment" below. Tasks are to include securing a Garden site, establishing Garden staff, initial Garden installation, Garden maintenance, Program marketing, vocational program implementation including product sales, and other necessary tasks to implement the Giving Garden Program as further detailed in Exhibit B – Scope of Work, attached.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or

elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activities carried out under this Agreement will meet the National Objective to benefit low- and moderate-income persons. The National Objective will be met because CDBG program funds will be used in the Giving Garden Program to implement an employment training program for 60 homeless individuals or to other low-income persons with mental illness, to include program supervision, garden development and maintenance, training program development and implementation, and program marketing.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide at least the following levels of program services:

<u>Activity</u>	<u>Participants Per Session</u>	<u>Number of Sessions</u>	<u>Total Program Participants</u>
Activity #1	22	3	66

In addition, as the Program is implemented, Program funds are expected to be expended over the term of the Agreement as follows:

<u>Expenditure Percentage</u>	<u>Achievement Date</u>
25%	Within 6 months of Program Start Date
50%	Within 15 months of Program Start Date
100%	by Agreement Termination Date

Program Start Date will be determined by the parties to this agreement as described in Section II Time of Performance.

D. Staffing

Staff for the Giving Garden Program will be provided as described in the 2014 CDBG grant application and as detailed in Exhibit B – Scope of Work, attached, subject to mutually agreed-upon changes as necessary. Positions expected to be funded by this grant include:

Garden Manager: up to 0.4 full time equivalent (FTE) position

Program Supervisor: up to 0.1 FTE position

Vocational Services Manager: up to 0.4 FTE position

Stipend positions: daily rate for up to 8 people, 3 days per week for 9 months of each Program year

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the on a mutually agreed upon Program Start Date as soon as practicable after the Agreement is executed and grant Special Conditions are cleared. Program services will end approximately 30 months after the Program Start Date or by the grant termination date, which ever date is earlier. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

The total budget for this activity shall not exceed \$186,047. Subrecipient budget detail is provided in Exhibit C.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$186,047. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Jennifer Owen, Housing and
Economic Development Coordinator
City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437
Tel: (707) 961-2827
Fax: (707) 961-2802

Subrecipient

Anna Shaw, Executive Director
Mendocino Coast Hospitality Center
P.O. Box 2168
237 N McPherson Street
Fort Bragg, CA 95437
Tel: (707) 961-0172

VI. SPECIAL CONDITIONS

None.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

The Insurance and Bonding language provided in Exhibit "A" attached hereto and incorporated herein is included for clarification purposes.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

4. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

This activity will not generate Program Income.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments., payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

5. State CDBG Report(s)

The Subrecipient shall submit any required status reports to the State. A copy of each report shall be provided by the Subrecipient to the Grantee in a timely fashion.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. At the termination of this Agreement, use and disposition of all program assets (unexpended program income, property, equipment, etc.) shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, per Section E, Use and Reversion of Assets, below.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the Town's municipal boundary with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement. The 504 Coordinator is designated as Ginny Feth-Michel, Assistant City Manager, City of Fort Bragg.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program, including marketing, in keeping with the principles as provided in President's Executive Order 11246 of

September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- c) Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

- a) Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
- b) Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c) Content: The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based

Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. NEPA Compliance

The Subrecipient shall prepare the required National Environmental Policy Act (NEPA) documentation consistent with 42 USC 4321-4347 and the implementing regulations at 24 CFR 50 and 58. The Subrecipient shall provide the required NEPA documentation to the State and the original documentation to the Grantee.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

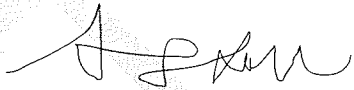
XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date _____

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

By _____
Linda Ruffing, City Manager

By  _____
Anna Shaw, Executive Director
Mendocino Coast Hospitality Center, Inc.

Attest _____
Cynthia VanWormer, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT "A"



INSURANCE REQUIREMENTS FOR CONTRACTORS WORKING FOR THE CITY OF FORT BRAGG

Certificates and Endorsements may be faxed to (707) 961-2802

Originals **must be** sent to City of Fort Bragg, Attn: City Clerk, 416 N. Franklin Street, Fort Bragg, CA 95437

Questions may be addressed to Cindy VanWormer, City Clerk at (707) 961-2823 ext. 115

The City of Fort Bragg participates in a Joint Powers Authority with a number of other northern California cities; this Joint Powers Authority (Redwood Empire Municipal Insurance Fund) establishes insurance limits for its members. Prior to performing work for the City of Fort Bragg, the Contractor and any and all subcontractors working for the Contractor, shall furnish the following documents to the City Clerk for approval. Coverage shall be effective throughout the term of the contract:

CONTRACTORS:

Certificates of Insurance with original, authorized signatures, showing that he/they has/have the following minimum insurance coverage(s):

1. **General Liability:** \$2,000,000* Combined Single Limit per occurrence for bodily injury, personal injury, and property damage.
2. **Automobile Liability:** \$2,000,000* Combined Single Limit per accident for bodily injury and property damage.
3. **Workers' Compensation:** Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance of \$1,000,000 per accident for bodily injury or disease.

* Depending on the type and location of work, these amounts may be increased at the City's discretion.

Excess or umbrella policies may be used to reach the limits required. If an excess policy is used it shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage.

All insurance carriers shall be rated A:VII or better and certificates **MUST** be accompanied by the following endorsements:

A. LIABILITY INSURANCE ENDORSEMENT containing the following specific components:

1. The insurance policy number.
2. A statement that includes the following language:
"The City of Fort Bragg, including its officers, officials, employees, and volunteers, are insureds."
3. A statement that includes the following language:
"The insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it."
4. A statement that includes the following language:
"The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City."

NOTE: A CG 20 10 11 85 Form is preferred for the General Liability additional insured Endorsement, but alternative endorsements may be substituted, with approval by the City. The City can now accept either a CG 20 10 10 01 or a CG 20 33 10 01 (or some form specific to a particular insurance company that has similar wording) as long as the form is accompanied by a CG 20 37 10 01. Forms CG 20 10 07 04 and CG 20 37 07 04 are not acceptable and **do** not satisfy the City's insurance requirements. Policies that include endorsement numbers CG 22 94 10 01 and/or CG 22 95 10 01, or have the endorsement wording written into the policy **WILL NOT BE ACCEPTABLE**, and **DO NOT** satisfy the City's insurance requirements.

NOTE: The City will accept strike out of the words "endeavor to" and everything after "...certificate holder named to the left," on the Certificate of Insurance in lieu of cancellation language on an endorsement.

B. AUTOMOBILE INSURANCE ENDORSEMENT containing the following specific components:

1. The insurance policy number.
2. A statement that includes the following language:
"The City of Fort Bragg, including its officers, officials, employees, and volunteers, are insureds."
3. A statement that includes the following language:
"The insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it."
4. A statement that includes the following language:
"The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City."

C. WORKERS' COMPENSATION INSURANCE ENDORSEMENT containing the following specific components:

1. A waiver of subrogation clause which states the following:
"This insurance company agrees to waive all rights of subrogation against the City of Fort Bragg, its officers, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the City."
2. The insurance policy number.
3. A statement that includes the following language:
"The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City."

NOTE: Certificates issued by State Compensation Insurance Fund **must have** State Fund endorsement numbers 0015, 2065, and 2570 on them.

Subcontractors performing work within the City right-of-way shall either be included upon the Contractor's policies as insureds, or shall furnish separate certificates and endorsements. All coverages for subcontractors shall be subject to all of the insurance requirements stated previously herein for the Contractor, and shall be effective throughout the term of the permit.

INSURANCE FORM SAMPLES FOLLOW-

Note: Alternative forms are subject to approval by the City of Fort Bragg

The City of Fort Bragg reserves the right to require more or less coverage than indicated above, and to reject any language or forms that do not meet the City's requirements.

EXHIBIT B

Scope of Work: Giving Garden

Mendocino Coast Hospitality Center (MCHC) will implement the CDBG-funded Giving Garden employment training public service activity. The Giving Garden Program is a CDBG-funded project that aims to provide vocational and job training to benefit at least 66 (ex) homeless and or mental health clients over the approximate 30 month term of the grant. The project scope is summarized in Part I below and the full project narrative as extracted from the City of Fort Bragg 2014 CDBG grant application is provided in Part II below.

I. Project Task List Summary and Milestones:

Topic	Tasks	Milestone
Program supervision	Oversight and management	Ongoing
	Data collation	Ongoing
Secure garden site(s)	Lease appropriate location	5/1/14
Hire and orientate Program staff	Assign supervision to Pathways Manager	5/1/14
	Hire Vocational Supervisor	5/1/14
	Hire Garden Manager	5/1/14
Set up of garden installation / start-up	Fencing	6/1/14
	Construction of planter boxes & beds	6/1/14
	Installation of "hoop house"	6/1/14
	Installation of drip irrigation lines	6/1/14
Garden maintenance	Upkeep and tasks necessary to maintain the production of garden produce	Ongoing
Vocational program	Delivery of units within "Garden Phases" (Propagation, Harvesting, Food Safety Law, Landscaping, Beautification and Maintenance, Marketing & Sales, Garden Biology)	Ongoing
	Delivery of units within "Vocational Phases" (Work Habits, Grooming, Interpersonal & Communication Skills)	Ongoing
Program marketing	Promotion	Ongoing
Food distribution	Sales at Farmer's Market	Year – round*
	Distribution to feeding programs	Year – round*

* Year-round activities will commence with production of first crops, expected summer 2015.

II. Project Narrative as extracted from the City of Fort Bragg 2014 CDBG Grant Application

Program Summary.

The Giving Garden Program is a community garden project with the primary purpose of providing vocational training to at least 66 Fort Bragg residents who are transitioning from homelessness or recovering from mental illness. During the program period, up to 20 persons will be accommodated in the Giving Garden Program per session, and up to 100 persons are expected to earn a Certificate of Achievement for unit completion each program year, over an anticipated program period of 30 months. Only homeless individuals (low income limited clientele) or low-income persons with mental illness (as documented per CDBG Public Service Self-Certification forms that show income within CDBG limits) will be allowed to participate in the Giving Garden Program. A significant secondary benefit of the Giving Garden is that food grown in the garden will be provided to Fort Bragg food programs such as the Food Bank, the homeless emergency shelter kitchen, and other providers of meals for the homeless. An additional benefit of the Giving Garden Program is that program participants will learn about healthy eating and will gain nutritional awareness. The Giving Garden will be a smoke, drug and alcohol free site.

The Giving Garden will be operated per a Subrecipient Agreement that will be executed if funds are awarded (draft provided in Readiness Documents), with Mendocino Coast Hospitality Center (MCHC). MCHC is a well-established Fort Bragg non-profit agency that is the only provider of homeless services on the Mendocino County Coast. MCHC is an experienced in deployment and supervision of work crews comprised of its homeless clients, including a long-standing Clean Up Crew that removes trash and invasive species along the Mendocino Coastline and was recently enlisted to assist with invasive species removal at Fort Bragg's Otis Johnson Park. MCHC is an experienced CDBG subrecipient, having worked with the City of Fort Bragg on a variety of activities including another CDBG Public Service program as well as CDBG Public Facility and Planning and Technical Assistance activities.

MCHC will operate the Giving Garden Program with the assistance of the Noyo Food Forest, a Fort Bragg non-profit agency that operates several community gardens for local schools and for the general community, with a mission of cultivating a health local food system. Noyo Food Forest operates a Farm to School Program, which includes educational programs for Fort Bragg public school children, called "The Learning Garden". The Giving Garden Program is modeled on the highly successful Learning Garden Program, with benefits focused on low-income MCHC homeless or mentally ill clients rather than area youth. Noyo Food Forest has provided a Letter of Commitment to work with the MCHC on this activity if funded (see Readiness Documentation).

The design of the Giving Garden program was inspired by a CDBG-funded study (PTA #11-PTec-7624) that investigated the feasibility of developing an employment/retraining agency for unemployed and homeless/ex-homeless city residents. The result of the study was that establishment of a stand-alone agency was not feasible, however "...interventions to create employment opportunities are recommended." In particular, the study found that multi-agency planning and collaborative training efforts, especially vocational training in combination with "soft skills" (work readiness skills), would be most effective.

Program Design.

If funding is awarded, the City will execute a final subrecipient agreement with MCHC. After grant Special Conditions are cleared, MCHC will lease the vacant residential parcel described above and enter into an agreement with Noyo Food Forest. Noyo Food Forest will design and develop the garden site for food production. Start-up garden tasks and expenditures are expected to include deer fencing, construction of planter boxes and beds, installation of a "hoop house", and installation of drip irrigation

lines. On-going operational costs will include garden materials, supplies and water; property rent; Program staff (Noyo Food Forest Garden Manager and MCHC Vocational Service Manager), supervisory staff (MCHC Program Administrator; and stipends for trainers); and marketing/sales supplies and expense. Noyo Food Forest personnel will have primary responsibility for maintenance of the garden per their agreement with MCHC. Noyo Food Forest personnel will provide training to MCHC clients and will oversee food production. MCHC personnel will provide program oversight and participant referrals and will also provide oversight of MCHC clients when they are participating in Noyo Food Forest classes. MCHC will be responsible for distribution of food products to local feeding programs. MCHC will work with Noyo Food Forest to promote the Giving Garden and its benefits to the Fort Bragg community and to supervise the sale of surplus food products at the local farmers market. Vocational training will occur primarily at the Giving Garden and will also take place at the Hospitality House Shelter garden; at the Harrison Street House Transitional Housing Facility garden, and at the MCHC Wellness Center, which provides a classroom setting and resources. All of these facilities are within safe walking distance of each location; and all locations are close to bus stops.

Vocational Training Program.

Program participant trainees will receive training in Garden Phases, each of which encompasses a broad area of garden work. Each Phase will entail 4 to 12 weeks of training, depending upon the topic. Each Garden Phase will be comprised of 5 to 7 Units. For each training Unit, a topic and focused vocational training will be introduced. At the conclusion of each Unit, trainees will be presented with a Certificate of Achievement, and at the conclusion of each Phase, a Completion Certificate will be issued. Certificates of Achievement and Completion Certificates will provide marketable successes that can be included on trainee resumes. Breaking down the training into smaller units allows trainees to achieve success in shorter time periods, which can boost motivation to continue, and as well, shorter units increase program flexibility for those who are unable to remain in the program or leave and later wish to rejoin.

Topics for training Phases will include: Propagation; Harvesting; Food Safety Law; Landscaping, Beautification and Maintenance; Marketing and Sales; and Garden Biology. As supported by a letter from Mary Anne Payne, Executive Director, some coursework may occur at educational demonstration garden of the Mendocino Coast Botanical Gardens which would provide a logical and beneficial relationship. Program Orientation and “soft skills” training including successful work habits, grooming, interpersonal and communication skills, etc. will be taught at MCHC Wellness Center by MCHC staff. The annual schedule for the Garden Phases as well as the Training Units included in each Phase are detailed in the Giving Garden Curriculum and Calendar (see Need Documentation, Other Supporting Documentation). The Giving Garden Program will not be operational during 3 months (December, January, February). During the off season, the site will be secured and will be periodically monitored and maintained by program participants.

EXHIBIT C

GIVING GARDEN PROGRAM				
Line-Item Budget				
Applicant Organization: Mendocino Coast Hospitality Center				
Project Phase	Project Expense	12 months	30 months	Budget Narrative
Initial Garden Installation	Fencing	\$1,500	\$1,500	For protection against deer.
	Wooden Toolshed	\$2,500	\$2,500	To keep tools, supplies, etc. safe from the elements. May also include a rudimentary desk. The structure will be watertight and have a light and some sockets for electrical access. Amount is per a bid received from a local handyman.
	Raised beds	\$1,200	\$1,200	Some beds will be raised, providing additional protection against gophers and to provide accessibility to garden activities for people with physical disabilities.
	Tools	\$750	\$750	Including, but not limited to: shovels, hoes, hand tools (trowels, spades, pruners, loppers, shears, etc.), buckets, carts.
	Irrigation system	\$1,500	\$1,500	This quote only includes materials, not labor. An in-kind donation for the installation of this system would be sought.
	Season Extending Hoophouse	\$1,500	\$1,500	A season-extending hoophouse is essential, so that the Garden Manager can start plants from seed during the winter months. It also enables growing of crops that prefer a warmer climate (such as tomatoes in summer, or lettuce in winter).
	<i>Total Initial Installation Costs</i>	<i>\$8,950</i>	<i>\$8,950</i>	
Garden Maintenance	Supplies	\$1,100	\$3,300	Including, but not limited to: seeds, seedlings, starts, trees, compost, potting soil, enriched soil.
	Water	\$2,100	\$6,300	The garden would be located on a city lot, likely without a well. New City water connection may be needed; pay rates vary seasonally. This is just an estimate.
	<i>Total Garden Maintenance</i>	<i>\$3,200</i>	<i>\$9,600</i>	
Property	Rent	\$7,200	\$18,000	
Labor	Garden Manager	\$23,043.00	\$57,608	The person hired would have to have experience with gardening, and with working with at-risk/low-income populations. The hiring committee would be made up of Board members and staff persons of both Noyo Food Forest and Mendocino Coast Hospitality Center.
	MCHC Admin	\$5,395	\$13,496.50	
	Vocational Services Manager	\$21,997	\$54,993	TBD
	Stipends	\$9,360	\$23,400	TBD
	<i>Total Labor</i>	<i>\$59,795</i>	<i>\$149,497</i>	
Grand Totals		\$79,145	\$186,047	

