

**SUPPLEMENTAL AGREEMENT  
SCOPE OF WORK  
(NON-PUBLIC SERVICE)**

**I. GENERAL INFORMATION**

CITY NAME: City of Beaumont UEI #: R8CSKWJ1NDK5

ADDRESS: 550 E. 6th Street

Beaumont, CA 92223

PROGRAM CONTACTS: Elizabeth Gibbs, City Manager

PHONE: (951) 769-8520 FAX: (951) 769-8526

E-MAIL: egibbs@beaumontca.gov

PROJECT NAME: Pedestrian Sidewalk Safety Improvements Project Phase II

PROJECT LOCATION: Various locations within the City of Beaumont

LEVEL OF ENVIRONMENTAL CLEARANCE: CATEGORICAL EXCLUSION

CDBG ELIGIBILITY CODE: 570.201 (c)

PROJECT FUNDING SUMMARY: **\$ 131,223**

**Project to be administered by County (HWS) on behalf of City:** YES  NO

**II. SCOPE OF SERVICE**

**A. Activities**

City will be responsible for administering a **2024-2025** Community Development Block Grant for the **Pedestrian Sidewalk Safety Improvements Project II** in a manner satisfactory to the County of Riverside 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:

Activity #1 *The City of Beaumont will use CDBG funds to continue sidewalk improvements to improve pedestrian safety. Improvements include, but are not limited to, lighting, sidewalk installation, and curb and gutter repairs. CDBG funds will be used for design and engineering, construction, project management, and other related costs.*

**B. National Objective**

All activities funded with CDBG funds must comply with one of more of the CDBG program's National Objective Criteria as required under 24 CFR 570.200(a)(2). City certifies that the activity(ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(1)(i)

CFR Reference: Low Mod Area

**C. Levels of Accomplishment – Goals and Performance Measures**

The City agrees to implement and complete the following activity(ies):

Activity #1 *Design and engineering, construction, and project management expenses.*

**CPD OUTCOME PERFORMANCE MEASUREMENT**

**Objectives (select one):**  Creating Suitable Living Environments  
 Providing Decent Affordable Housing  
 Creating Economic Opportunities

**Outcome (select one):**  Availability/Accessibility  
 Affordability  
 Sustainability (promoting livable or viable communities)

**D. City Capacity**

By executing this Supplemental Agreement, the City certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

City will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact the City or subrecipient's performance under this Agreement.

Any changes in the above items are subject to the prior approval of the County.

**E. Performance Monitoring**

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

**F. Program Budget**

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$131,223**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

The County may require a more detailed budget breakdown than the one contained herein, and the City shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and City.

Line Item	CDBG Granted Funds	Total of Non-CDBG Funds	Total Activity/Project Budget	Notes	
Design/Engineering Costs	X				
Project Administration Costs					
Construction Costs					
Acquisition Costs					
Relocations Costs					
Capital Equipment Costs					
Code Enforcement					
Clearance					
Interim Assistance					
Indirect Costs:					
<b>TOTAL CDBG BUDGET</b>		<b>\$131,223</b>		<b>\$131,223</b>	

**G. Total Amount of Non- CDBG Leveraging**

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
<b>FEDERAL</b>							
<b>STATE/LOCAL</b>							
<b>PRIVATE</b>							
<b>OTHER</b>							

**TOTAL: \$0.00**

**III. ADMINISTRATIVE REQUIREMENTS**

**A. Accounting Standards**

The City agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) 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.

**B. Cost Principles**

The City shall administer its program in conformance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**C. 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:

- I Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- iii. Records required to determine the eligibility of activities;
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Records Retention

The City shall retain all CDBG-related financial records, supporting documents, contracts, and agreements for a period of four (4) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported for the final time. The City will retain all National Objective documentation, including low-moderate income certification, ethnicity, and other pertinent data for a period of four (4) years after submission of the County's annual performance and evaluation report to HUD. 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 four-year period, then such records must be retained until completion of the actions and resolution of all issues.

3. Client Data

The City 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 County monitors or their designees for review upon request.

4. Disclosure

The City 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 County's or City's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State 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. Close-outs

The City's obligation to the County 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 County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the City has control over CDBG funds, including program income.

6. Audits & Inspections

All City records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Controller 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 City within 30 days after receipt by the City. Failure of the City to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The City hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits the Single Audit Act, and the Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

**IV. PROJECT IMPLEMENTATION AND SCHEDULE**

Unless pre-approved by County, City will perform and complete the activities described in Section II in conformance with the schedule of tasks and milestones listed below:

<u>Tasks / Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
Complete CDBG Training	September 2024	September 2024
Implement Project Activities	Upon Notification from HWS	
Execute Supplemental Agreement & Notice to Incur Cost	September 2024	January 2025

<u>Tasks / Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
Submit Quarterly Performance Reports to County	October 2024	Through June 2026
County Monitoring of City Program/Performance	To be determined by Program Manager	

**Specific Project Activities**

1. City executes Supplemental Agreement; receives Authorization to Incur Cost letter
2. City prepares final construction documents (incorporating Special Federal Provisions) for HWS review and approval
3. HWS authorizes City to advertise for bids
4. HWS reviews and approves bidding process
5. City awards construction contract
6. City and HWS conduct “pre-construction meeting”
7. HWS authorizes City to issue “Notice to Proceed”

City Submits Reimbursement Requests

Monthly Submittal

Other Schedule

To be determined by Program Manager

CDBG-funded Project Complete

June 15, 2026

**V. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS**

The City must follow proper procurement and construction policies and procedures of the City and CDBG regulations. Construction shall commence using CDBG funding with a Notice to Proceed. A pre-construction meeting is required. The City must contact the CDBG Program Manager for review before submitting RFP, construction activity, or cost without prior written approval. The County must be contacted 10 (ten) days in advance for attendance of the Pre-Construction meeting. Original signed Certified payrolls are to be submitted on a weekly basis to the HWS-CDBG program manager once construction starts.