



*Mammoth Lakes Housing, Inc.
supports workforce housing
for a viable economy and
sustainable community.*

STAFF REPORT

Subject: Accept the contract for services with Rural Community Assistance Corporation (RCAC) in the amount of \$16,000 for Emergency Rent Assistance

Presented by: Patricia Robertson, Executive Director

BACKGROUND

Mammoth Lakes Housing has an existing relationship with Rural Community Assistance Corporation (RCAC) due to some technical assistance that the entity provided MLH with the 2019 HOME application for Access Apartments.

RCAC received a pass-through grant from The Department of Community Services and Development for Covid relief programs.

Because of MLH's ongoing success operating the local Emergency Rent Assistance Program, RCAC reached out to MLH staff to see if an additional allocation of funds would be beneficial.

ANALYSIS

MLH has currently expended all other local funds, except a small allocation for unincorporated Inyo County residents.

Given the emergence of multiple new COVID variants and the impending winter and flu season, it is prudent for MLH to accept this small allocation of \$16,000 for Emergency Rent Assistance to serve Mono County, Mammoth Lakes, and the City of Bishop.

Eligible households must earn below 50% of the Area Median Income. Funds will be used to supplement for COVID-related loss of income only. For example, if a household member has to quarantine and therefore loses income, or if a business must close for COVID-related reasons and the household member must seek other employment.

The contract is on a reimbursement basis. MLH will bill RCAC for costs once per month at a minimum. Eligible costs are portions of rent for eligible households. Administrative costs will be covered by the Town of Mammoth Lakes contract, as has been customary during the course of the Emergency Rent Assistance program.

Quarterly reports are required.

OPTIONS

Option 1: Approve the contract with RCAC in the amount of \$16,000 for Emergency Rent Assistance

Option 2: Do not approve the contract with RCAC

RECCOMENDATION

Staff recommends that the Board approve the contract to continue the Emergency Rent Assistance program for those most impact by the ongoing public health emergency.

ATTACHMENTS

1. Contract with RCAC

Subaward No. M318
between
Rural Community Assistance Corporation
and
Mammoth Lakes Housing, Inc.

I.

<u>Awarding Agency:</u>	CSD Cares
<u>Awarding Agency Contact information:</u>	Patricia Ann Robertson 760/934-4740
<u>Pass through Entity:</u>	Rural Community Assistance Corporation (RCAC)
<u>Sub recipient Name:</u>	Mammoth Lakes Housing, Inc.
Subrecipient's DUNS Number:	157649133
Federal Award Identification Number (FAIN):	
Federal Award Date:	March 27, 2020 through May 31, 2022
Subaward period of performance:	October 1, 2021 through April 30, 2022
Amount of Federal Funds obligated by this action:	\$16,000
Total amount of federal funds obligated to subrecipient:	\$16,000
Total Amount of Federal Award:	\$16,000
Federal Award Project Description:	Department of Community Service and Development (CSD CARES)
Catalog of Federal Domestic Assistance (CFDA) Number:	
Indirect Cost Rate:	N/A

This Agreement is entered into on September 30, 2021, by and between **Rural Community Assistance Corporation (RCAC)**, a nonprofit corporation, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691 and Mammoth Lakes Housing, Inc., a nonprofit corporation, 587 Old Mammoth Road / P.O. Box 260 Mammoth Lakes, CA 93546. Mammoth Lakes Housing, Inc. has provided an award to RCAC and RCAC hereby agrees to subaward and Subrecipient agrees to accept subgrant of a portion of the award.

I. Task Orders

Subrecipient shall provide the professional services (Services) as specified in authorized Task Orders. Subrecipient shall commence, perform and complete such Services and be compensated by RCAC for such Services in accordance with authorized, signed Task Orders.

II. Performance Period

Specific service deliverable timelines shall be defined in authorized Task Orders.

III. Subrecipient Responsibilities

In addition to all other obligations contained herein, Subrecipient agrees:

- A. To comply all conditions of the RCAC grant agreement with Mammoth Lakes Housing, Inc. (Attachment A).
- B. To furnish all material, equipment, labor and supplies in such quantities and of the proper quality to perform Services in a professional and timely manner;
- C. To proceed with diligence and promptness and hereby warrants that such Services shall be performed to the satisfaction of RCAC in accordance with the highest professional workmanship and service standards in the field;
- D. To comply, at Subrecipient's own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Subrecipient as an employer;
- E. That Subrecipient is an independent organization and not the agent, employee or servant of RCAC, and that:
 - 1. Subrecipient does not have the authority to act for RCAC or to bind RCAC in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of RCAC;
 - 2. Subrecipient has and hereby retains full control of and supervision over the performance of Subrecipient obligations and full control over any persons employed by Subrecipient for performing the Services;
 - 3. Subrecipient shall satisfy all tax and other governmentally imposed responsibilities as a self-employed person and/or independent Subrecipient or including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, workers' compensation (as applicable by law) and self-employment taxes;
 - 4. Subrecipient shall not sub-grant, contract, or otherwise obtain services of a third party to

perform activities which are central to the purposes of this agreement without prior authorization from RCAC;

5. Subrecipient must be in good standing under the laws where it proposes to provide services;
6. Subrecipient must be authorized to do business in the state where it proposes to provide services;

IV. Funding

A. Payment

As compensation for satisfactory performance of the Agreement, RCAC shall pay the Subrecipient the amount set forth in the Task Order, subject to additions and deductions as provided for herein. In no event shall that amount be exceeded, nor shall RCAC be liable for payment in excess of this amount unless RCAC authorizes an increase in writing.

- B. The obligation of RCAC to make payments under this agreement is subject to the availability and receipt of Federal funds provided for in the grant agreement between RCAC and State Awarding Agency. In the event these funds for any reason become unavailable in the amounts specified in the original grant award, the work of the subrecipient and any payments due will be reduced proportionately (Insert in item in tech agreement)

Subrecipient acknowledges this grant is provided on a cost reimbursement basis. Allowable costs are costs incurred in the performance of this sub award that are determined by RCAC to be allowable, allocable and reasonable in accordance with:

- Provisions of this agreement
- Applicable Federal cost principles as outlined in cost principles in Uniform Guidance 2 C.F.R. 200 Subpart Part E If this Circular is revised during the period of performance of this Sub-award the most recent revision will apply. If OMB replaces this circular during the period of performance, the successor rules will apply.

In no event shall that amount be exceeded, nor shall RCAC be liable for payment in excess of this amount unless RCAC authorizes an increase in writing.

Subrecipient shall notify RCAC in writing if Subrecipient has reason to believe that expenses incurred within the next 60 days, when added to costs previously incurred, will exceed the authorized amount specified in the Task Order.

C. Request for Payment

Subrecipient shall submit a Request for Payment form (Attachment D) for all Services performed. Email payment requests to Dave Ferrier at dferrier@rcac.org, or if by mail send to RCAC Attn: Grants and Contracts Administration, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691.

In the event that RCAC disputes any payment request item, RCAC will notify Subrecipient within five working days of receipt of the payment request. RCAC will approve payment of non-disputed items. RCAC and Subrecipient will proceed to negotiate and then arbitrate the disputed items as specified elsewhere in this Agreement.

No payment shall be approved for the Subrecipient if there is an overdue activity report until the report has been submitted and approved.

V. Management of Grant Funds

Agreement funds are federal funds and as such, Subrecipient must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) 2 C.F.R. 200.

In addition to the financial reports required to be submitted to RCAC, Sub recipient hereby agrees to comply with any and all RCAC requests for financial information and documentation including financial audits conducted during the Agreement period.

Sub-grantee agrees to remain fully informed of all laws and regulations that apply to the Sub-subrecipient and will give RCAC prompt notice of any action or event that may be cause for suspension or termination of this Agreement. Failure to provide such notice constitutes a material breach of the Agreement. Notices shall be sent to:

Rural Community Assistance Corporation,
Grants and Contracts Administration
3120 Freeboard Drive, Suite 201
West Sacramento, CA 95691

VI. Reporting

Subrecipient is required to electronically submit quarterly reports evidencing the use of the subsidy payments, including:

- chart reflecting unique tenant ID (no names or addresses)
- city/town/community name
- unit size
- household size
- annual income level both as a dollar amount and as a percentage of area median income level
- COVID-related reason for need for temporary assistance

A. Quarterly Reporting

B. Final Reporting

A final narrative report of not more than five single-spaced letter-sized pages using a word processor and a font size of no smaller than 12 or larger than 14. Include such items as:

- Summarize the outcomes of activities that Subrecipient undertook
- Problems/challenges encountered.
- Lessons Learned, Best Practices

VII. Indemnification

Both parties covenants and agrees to at all times save, defend, pay attorneys' fees and costs, indemnify and hold harmless the other party, its directors, officers, employees and agents, from and against any and all manner of claim, demand, notice, proceeding, suit, action, cause of action, damages, order, decree or judgment claimed, filed, made, asserted or secured against the other party, its directors, officers, employees or agents, by any person, firm, corporation, organization or entity which is in any way related to any actions (or lack of action) by the Both parties, its directors, officers, employees or agents under this Agreement, pursuant hereto or in any way connected herewith. Both parties' obligations under this section shall survive the expiration of this Agreement or the termination hereof for any reason whatsoever.

VIII. Insurance

- A. By execution of this Agreement, Subgrantee agrees that the required insurance policies shall be in effect at all times during the term of this Agreement. The Subgrantee agrees to submit a Certificate of Insurance naming RCAC as an additional insured. Subgrantee shall provide RCAC with written notice at least 30 days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement. If said insurance coverage expires at any time during the Agreement, Subgrantee agrees to provide a new Certificate of Insurance at least 30 days prior to expiration date.
- B. Subgrantee shall maintain standard Workers' Compensation as required by law in state where service is performed. Subgrantee shall obtain Fidelity Bond coverage or honesty insurance in an amount that is at least equal to \$100,000 with RCAC named as an additional insured.
- C. Subgrantee shall maintain Comprehensive Commercial General Liability coverage in the amount of at least \$1,000,000. A current Certificate of Insurance with RCAC named as an additional insured must be supplied to RCAC throughout the term on this agreement.
- D. Subgrantee shall maintain its insurance coverages in the amount presently held (at the time of execution of this Agreement).

IX. Notice

Any notice given hereunder by either party shall be in writing and deemed given when sent by certified mail.

- A. Notices to RCAC shall be addressed to:
Rural Community Assistance Corporation, Grants and Contracts Administration
3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691
- B. Notices to Subrecipient shall be addressed to:
Patricia Ann Robertson, Executive Director
Mammoth Lakes Housing, Inc.
587 Old Mammoth Road / P.O. Box 260 Mammoth Lakes, CA 93546

If either party changes its address during the term herein, it shall advise the other party in writing and any notice thereafter shall be sent by certified mail to the new address.

X. Termination

In the event that the subrecipient fails to comply with subaward terms and conditions, RCAC shall take enforcement action prescribed in 2 CFR §200.338 (Remedies for noncompliance including termination). Each party agrees not to terminate this Agreement during the Agreement period of (date) through (date), except for good cause and in the event of an alleged breach, after the breaching party has had an opportunity to cure. Termination will be accomplished by giving 30-days written notice. At the time of termination both parties shall be released from any and all obligations under this contract provided that Subrecipient shall be paid for services satisfactorily performed to the date of termination, less any amount prepaid.

XI. Attorney Fees

Failure to perform the Services described in a signed Task Order shall be considered default, and RCAC may pursue all remedies herein. In the event that RCAC is compelled to commence or maintain an action to enforce the provisions of this Agreement or to recover damages as a result of a breach of the Agreement or from any other cause arising from said Agreement, RCAC shall be entitled to recover reasonable attorney's fees in addition to costs and necessary disbursements.

XII. Authority

Each party has full power and authority to enter into and perform this Agreement. The person signing the Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it and agrees to be bound by it.

XIII. Attachments

The following Attachments are attached hereto and by reference incorporated herein:

Attachment A: Task Order

Attachment B: RCAC Financial Forms

Attachment C: Representations and Certifications Form

Attachment D: Request for Payment

XIV. Enforcement and Waiver

The failure of either party in any one or more instances to insist upon strict performance of any Agreement terms and provisions, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

XV. Severability

Any Agreement terms or provisions which are deemed invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall not render the remaining Agreement terms and provisions invalid or unenforceable.

XVI. Lobbying

By checking off and signing the attached RCAC Representations and Certifications Form, Subrecipient certifies that they shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other funds, programs, projects or activities that flow from this Agreement (Attachment C).

XVII. Debarment

Subrecipient hereby certifies to the best of its knowledge that it or any of its officers:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- B. Within a three-year period preceding this Agreement, have not been: convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or Agreement under a public transaction; or in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph two of this certification; and
- D. Within a three-year period preceding this Agreement, have not had one or more public (federal, state or local) transactions terminated for cause or default.

XVIII. Drug Free Workplace

By checking off and signing the attached RCAC Representations and Certifications Form, Subrecipient certifies that they maintain a drug free workplace (Attachment C).

XIX. Non-Disclosure

Any information consultant learns within the scope of this engagement will be considered confidential and remain the intellectual property of RCAC. Any information gained shall not be shared with any other party without express authorization from RCAC.

XX. Nondiscrimination

Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Subrecipient setting forth the provisions of this nondiscrimination clause

Subrecipient hereby certifies compliance with the following:

- A. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
- B. Title VI and Title VII of the Civil Rights Act of 1974, as amended.
- C. Rehabilitation Act of 1973, as amended.
- D. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
- E. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
- F. Public Law 101-336, Americans with Disabilities Act of 1990.
- G. Affirmative Action Laws.

XXI. Procurement

Subrecipients agrees to use its own documented procurement procedures which reflect applicable Federal State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal, State and Local and tribal laws.

XXII. Internal Controls

Subrecipient agrees to establish and maintain effective internal control over the subaward that provides reasonable assurance that the subrecipient is managing the subaward in compliance with applicable Federal, state and local statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The subrecipient agrees to:

- (a) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- (b) Evaluate and monitor its compliance with statutes, regulations and the terms and conditions of Federal awards.
- (c) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- (d) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or RCAC designates as sensitive or considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

XXIII. Publication, Reproduction and Use of Material

As a condition to the Agreement, Subrecipient agrees to provide RCAC two copies of all written materials used during any training or technical assistance provided under Attachment A, when applicable. Any material produced or other activities undertaken related to this program must clearly state that they were funded by RCAC.

XXIV. Confidentiality

Any reports, information or data given to, prepared or assembled by Subrecipient under this Agreement, which RCAC requests in writing to be kept confidential, shall not be made available to any individual or organization by Subrecipient without prior written approval from RCAC.

XXV. Record Keeping

The subrecipient agrees to keep and maintain true and complete records, contracts, books, and documents necessary to fully disclose to RCAC or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all relevant state and federal regulations and statutes. All records maintained by Subrecipient shall meet the OMB requirements contained in the: 2 CFR 200 (Uniform Guidance) Subpart E (Cost Principles). (

XXVI. Inspections

Subrecipient agrees that RCAC or their designated representative shall have the right to review and to copy any relevant books, financial statements, records and supporting documentation (written, electronic, computer related or otherwise) pertaining to the performance of this Agreement. Subrecipient agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer retention period is stipulated. Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

XXVII. Audits

If applicable, non-federal entities that expend \$750,000 in federal awards or more per year shall conduct a single or program audit for that year in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements). Non-federal entities that expend less than \$750,000 in federal awards per year are exempt from federal audit requirements for that year. All records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity and General Accounting Office (GAO).

- A. The auditee shall prepare a schedule of federal award expenditures for the period covered by the auditee's financial statements. The auditee shall provide total federal awards expended for each individual federal program and the Catalog of Federal Domestic Assistance (CFDA) number or other identifying number when the CFDA information is not available.
- B. Subrecipients shall submit two copies of the required audit report to RCAC within six months of the end of the Subrecipient's fiscal year. Upon written request and explanation from the Subrecipient's CPA, an additional 30-day extension may be granted by RCAC. *Submit audit reports to: Rural Community Assistance Corporation, Attention: Grants and Contracts Administration, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691 or email cerespe@rcac.org.*
- C. All Agreements entered into by Subrecipient with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized state or federal government representative access to the working papers of said audit firm(s).

XXVIII. Close-out

Subrecipient agrees to submit no later than **30 calendar days** after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the sub-award. RCAC may approve extensions when requested by the subrecipient. Unless RCAC authorizes an extension, the sub recipient must liquidate all obligations incurred under the Federal award not later than 30 calendar days after the end date of the period of performance as specified in the terms and conditions of the sub-award.

XXIX. Governing Law

This Agreement shall be construed and interpreted in accordance with, and its performance governed by, the laws of the State of California.

XXX. Dispute Resolution/Arbitration

RCAC and the Subrecipient hereby agree to meet and confer in good faith in an attempt to resolve any dispute, controversy or claim arising under this Agreement (including the breach, termination or validity hereof). If the dispute is not resolved, the matter shall be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. The arbitration shall be held in Sacramento, California. Upon RCAC's or Subrecipient's written election to resolve any matter by arbitration pursuant to this section, RCAC and Subrecipient hereby expressly agree: (i) to submit the matter to the jurisdiction of the arbitration panel, and (ii) that judgment on the award rendered by the arbitrator shall be final and may be entered in any court having jurisdiction. In invoking this arbitration provision, RCAC shall not be deemed to have waived any rights, immunities or privileges to which it is entitled, including, but not limited to, the right to obtain injunctive relief and other measures from a competent court. The obligations and duties of this agreement shall survive in full the termination of this Agreement.

XXXI. No Action Pending

Subrecipient represents and warrants that there is no action, suit, investigation or proceeding pending or, to the knowledge of Subrecipient, threatened, by or before any court or governmental or administrative body or agency which may reasonably be expected to result in a material adverse change in the activities, operations, assets or properties, in the tax-exempt or non-private foundation status, or in the condition, financial or otherwise, of Subrecipient, or to impair the ability of Subrecipient to perform their respective obligations under this Agreement.

Subrecipient shall promptly advise RCAC in reasonable detail should any action, suit, investigation or proceeding be instituted or commenced against Subrecipient that could have a material adverse effect upon the activities, operations, assets or properties, or the tax-exempt or non-private foundation status, or in the condition, financial or otherwise, of Subrecipient.

XXXII. Non-Delinquency

Please check the appropriate statement:

- ☐ Not delinquent on any federal debt
- ☐ Delinquent on any federal debt

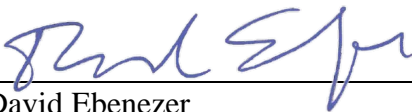
XXXIII. Entire Agreement, Amendments and Modification

This Agreement, including all attachments, constitutes the entire Agreement between RCAC and Subrecipient with respect to the subject matter of this Agreement and these provisions shall supersede or replace any conflicting or additional provisions which may be contained in any other writing, document or the like. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provision of this Agreement shall be controlling.

This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.

In Witness Whereof, the parties have caused their duly authorized representatives to sign this Subrecipient as of the date first stated above.

Rural Community Assistance Corporation
3120 Freeboard Drive, Suite 201
West Sacramento, CA 95691
916/447-2854; 916/447-2878 fax



David Ebenezer
Chief Financial Officer

11/10/21

Date

Mammoth Lakes Housing, Inc.
587 Old Mammoth Road / P.O. Box 260
Mammoth Lakes, CA 93546
760/934-4740; 760/934-4724 fax

Subrecipient Signature

Name/Title

Date

72-1553662

Tax ID Number

ATTACHMENT A

Task Order




**Rural Community Assistance Corporation
Task Order Form**

Task Order: CSD_CARES_HSG_FED/M318, No. 1	Performance Period: October 1, 2021 through April 30, 2022
Issued to: Mammoth Lakes Housing, Inc. 587 Old Mammoth Road / P.O. Box 260 Mammoth Lakes, CA 93546	Contact/Telephone no.: Patricia Ann Robertson, Executive Director 760/934-4740; 760/934-4724 fax Patricia@MammothLakesHousing.org
Issued by: Rural Community Assistance Corporation 3120 Freeboard Drive, Suite 201 West Sacramento, CA 95691	Contact/telephone no.: David Ferrier, Director, Housing Programs 916/767-2449 dferrier@rcac.org
Scope of Work: <ul style="list-style-type: none">• Provide temporary rental subsidies to households living in an eligible rural community• Households must be very-low income per HUD median income chart (50% area median) with verification made prior to receiving assistance• Payments must be made either to landlord directly or jointly to landlord and tenant (joint check) <p><i>List of deliverables:</i></p> <ul style="list-style-type: none">• Contractor to provide quarterly reports evidencing the use of the subsidy payments, including:<ul style="list-style-type: none">○ chart reflecting unique tenant ID (no names or addresses)○ city/town/community name○ unit size○ household size○ annual income level both as a dollar amount and as a percentage of area median income level○ COVID-related reason for need for temporary assistance• All funds to be expended by 4/30/22• Report quarterly (12/31/21, final report for period through 4/30/22. Reports due 15 days after the end of the reporting period.)	
Penalties: <p>Failure to perform as required could result in termination of this agreement. Failure to comply with any performance standard will be considered a violation and will result in RCAC withholding payment until the violation is corrected. RCAC will notify Mammoth Lakes Housing, Inc. of missed performance measures and require a formal response to the performance issue prior to continuing payments for services under this agreement.</p>	

Compensation:

- RCAC will pay Subrecipient an amount not to exceed \$16,000 for the successful completion of the Task Order.
- Invoicing will be submitted to RCAC as each task is completed and RCAC will reimburse within 30 days of invoice submittal.
- All requests for payments must reference Subrecipient No. CSD_CARES_HSG_FED/ M318, Task Order No. 1. Email payment requests to RCAC, Attn: David Ferrier at dferrier@rcac.org or mail to Grants and Contracts Administration, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691.
- *All performance measures as described in scope of work must be met in order to receive payment as agreed. If it is deemed the performance has not met standard described, payments will be withheld until performance is cured.*

All terms and conditions included in Subrecipient CSD_CARES_HSG_FED/ M318 are applicable to this Task Order.

Signature for RCAC: 	Type name and title: David Ebenezer Chief Financial Officer	Date: 11/10/21
Signature for Mammoth Lakes Housing, Inc.:	Type name and title: Patricia Ann Robertson Executive Director	Date:

ATTACHMENT B

Financial Forms

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Mammoth Lakes Housing, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 587 Old Mammoth Rd #4 / PO Box 260	Requester's name and address (optional)
6 City, state, and ZIP code Mammoth Lakes, CA 93546	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
7	2		-	1	5	5	3	6	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

 Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT C

RCAC Representations and Certifications Form



Rural Community Assistance Corporation Representation and Certifications Form

Fillable form instructions: Click into each gray box that says "Click here to enter text." Click each box to insert a check mark for the most applicable of the multiple choice answers.

1. Company Name Mammoth Lakes Housing, Inc.

2. Type of Organization (check one box below)

Consultant represents and certifies that it operates as:

☐ an individual; X a nonprofit organization; ☐ a partnership; ☐ a joint venture; or

☐ a corporation incorporated under the laws of the state of: [Click here to enter text.](#)

3. Taxpayer Identification

In order to comply with reporting requirements of 26 USC 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS), the following information must be furnished:

Business Entities – Tax ID No.: 71-155-3662

Consultant Identification Number (DUNS) No.: [Click here to enter text.](#)

* Individuals only – Social Security No.: [Click here to enter text.](#)

4. Debarment and/or Suspension

By checking these boxes, Consultant certifies that it and its principals:

- ☐ are X are not presently debarred, suspended or proposed for debarment or declared ineligible for award of contracts by any Federal Agency,
- ☐ have X have not, within the last three years, been convicted of fraud or a criminal offense in obtaining, attempting to obtain or performing a public contract or subcontract; violation of anti-trust statutes, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, tax evasion or receiving stolen property;
- ☐ are X are not presently indicted or charged with fraud or a criminal offense under a public contract; and
- ☐ have X have not, within the past three years had one or more Federal contracts terminated for default.

5. Drug Free Workplace

X **By checking this box,** Consultant certifies it is a Drug Free Workplace as specified in the Drug Free Workplace Act.

6. Lobbying

X **By checking this box,** Consultant certifies it shall refrain from all lobbying activities if such activities involve the use of any funds that are subject to this contract or any other funds, programs, projects or activities that flow from this contract.

7. Procurement and Conflict of Interest (if applicable)

X **By checking this box** Consultant certifies that it has an active and enforced procurement and conflict of interest policy that is consistent with the provision 40 CFR 30.42 Codes of Conduct and 2 CFR 200.318(c)(1). Subrecipient also certifies that, to the best of Subrecipient's knowledge, (1) all financial disclosures will be made related to the activities that may be funded by or through a

resulting agreement, and required by its conflict of interest policy, and (2) all identified conflicts of interest have or will have been satisfactorily managed, reduced or eliminated in accordance with Subrecipient's conflict of interest policy prior to the expenditures of any funds under any resultant agreement and within a timely manner sufficient to enable timely financial conflict of interest reporting.

8. Business Classification (if applicable)

- A. **Small Business (SB) Concern:** • *X is, ☐ is not*, a SB concern. A SB concern is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

If Consultant is a SB concern and is not the manufacturer of the supplies offered, it also represents that all supplies to be furnished hereunder

• *☐ will, X will not*, be manufactured or produced by a SB concern in the U.S., its territories, its possessions or the Commonwealth of Puerto Rico.

- B. **Small Disadvantage Business (SDB) Concern:** • *☐ is, X is not*, a SDB concern. Small disadvantaged business concern, as used in this provision means a small business concern that: 1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly unconditionally owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and 2) has its management and daily business controlled by one or more such individuals. "Joint ventures," ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Registered as State Minority? *Yes ☐ No ☒* If yes, what state? _____

What agency? _____

- C. **Women-owned Small Business (WOSB) Concern:** • *it X is, ☐ is not*, a WOSB concern. A WOSB concern, as used in this provision, means a SB that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent is owned by one or more women and whose management and daily business operations are controlled by one or more women.
- D. **HUBZone:** • *it ☐ is, X is not*, small business concern which operated in Historically Underutilized Business Zones. Through the HUBzone Empowerment Contracting program, federal contracting opportunities are provided for qualified small businesses located in distressed areas.
- E. **Veteran Owned Small Business (VOSB):** • *it ☐ is, X is not* a small business that (i) is at least 51% unconditionally owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more veterans, and (ii) whose management and daily business operations are controlled by one or more veterans.

- F. **Service Disable Veteran Owned Small Business (SDVOSB)**: • *it ☐ is, X is **not*** a small business that : (i) is at least 51% unconditionally owned by one or more service-disabled veterans with a disability that is service connected, or in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more service-disabled veterans; and (ii) whose management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

I hereby certify that the above information is true and correct to the best of knowledge. I further certify that I am not related to (or am not an immediate family member by marriage) or employed, by RCAC, their employees, or the RCAC Board of Directors.

Signed: _____
Inc.

Name: Patricia Robertson
(print)

Title: Executive Director

Phone: 760-934-4740

Fax: 760-934-4724

Company Name: Mammoth Lakes Housing,

Address: 587 Old Mammoth Rd #4/PO Box 260

Mammoth Lakes, CA 93546

Date: 9/13/2021

ATTACHMENT D

Request for Payment



Rural Community Assistance Corporation Request for Payment

Agency Name _____

Address _____

City, State, Zip _____

Telephone Number _____

Date Prepared: _____

Agreement number: _____

Task order number: _____

Reporting period: _____

Beginning agreement amount		Prior total amount requested		Current amount requested		Total amount requested to date		Remaining balance
						\$ -		\$ -

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Signature: _____

Date: _____

For RCAC use only - Do not write below this line

I have verified the information provided herein is accurate and the work being invoiced has been done.

Approved by: _____

Contract Lead or Manager Signature

Date: _____

Approved by: _____

Approver Signature

Date: _____

Unanet

Acct #/Description

Organization

Project

Tasks

Amount

For Accounts Payable use only

Voucher # _____

Document # _____

Vendor #: _____