



RESOLUTION No. 23-129

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A SUB-RECIPIENT AGREEMENT WITH FREED CENTER FOR INDEPENDENT LIVING (FREED) AS AWARDED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT STANDARD AGREEMENT 21-CDBG-HA-00002 THE MAXIMUM AMOUNT OF \$325,000 THROUGH JUNE 30, 2025 AND AUTHORIZING AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE HOUSING AND COMMUNITY SERVICES BUDGET FOR FISCAL YEAR 2022/2023 (4/5 VOTE REQUIRED)

WHEREAS, on April 13, 2021, per Resolution 21-094, the Nevada County Board of Supervisors approved the submission of a Community Development Block Grant (CDBG) application to the California Department of Housing and Community Development; and

WHEREAS, the CDBG application requested funding to provide minor home repairs and modifications to support low-income persons with disabilities and/or seniors to remain independently in their homes, through a subrecipient agreement with FREED; and

WHEREAS, FREED has more than 23 years of operating a home modification program; and

WHEREAS, the program will provide assistance to applicants in the form of a grant; and

WHEREAS, this program is aligned with the Nevada County Board of Supervisors Housing Priorities; and

WHEREAS, in an effort to support low-income persons with disabilities and/or seniors in remaining in their homes within Nevada County, the Health and Human Service Agency through its Housing and Community Services Division has been awarded \$350,000 in CDBG funding of which \$325,000 is allocated to FREED for housing repair/modification services to the community.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors, of the County of Nevada, State of California, hereby directs that that the sub-recipient agreement by and between the County and FREED awarding CDBG funds in the maximum amount of \$325,000, through June 30, 2025 to provide home repairs and modifications to support low-income persons with disabilities and/or seniors, be and is hereby is approved in substantially the same form attached hereto, and that the Director of Housing and Community Services is authorized to execute the agreement on behalf of the County of Nevada.

BE IT FURTHER RESOLVED that the Auditor-Controller is authorized and directed to amend the Health and Human Services Agency Housing and Community Services Division's Budget for Fiscal Year 2022/2023 as follows:

Fiscal Year 2022/23

Revenue	1589-50601-451-4000 /446690	\$350,000
Expenditure	1589-50601-451-4000/521525	\$325,000
Expenditure	1589-50601-451-4000/538013	\$ 25,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of March, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward C. Scofield, Chair

3/28/2023 cc: Housing*
AC*

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE COUNTY OF NEVADA AND FREED CENTER FOR INDEPENDENT LIVING FOR HOUSING REHABILITATION SERVICES

THIS AGREEMENT, entered this 28th day of March, 2023, by and between the County of Nevada (herein called the "Grantee") and FREED Center for Independent Living (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and should funds be awarded 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;

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Grant Award to the Grantee by contract #21-CDBG-HA-00002. As a sub-recipient program through the County of Nevada, FREED's Fix It Program will provide accessibility modifications housing assistance to low- and moderate-income individuals with disabilities including seniors living in Nevada County. This program will assist individuals with disabilities including seniors to maintain affordable and accessible housing so that they can remain living safely and independently in their homes. The target population will be people with disabilities who are extremely low or very low-income including seniors. By providing home modifications to low income people with disabilities, individuals can maintain their independence in their community and avoid having to leave their homes for costlier institutional services. The program will operate during the approved grant terms as outlined by the CDBG contract.

Program Delivery

Task 1: Program Operation Training.

A kickoff meeting will occur with FREED Staff and the County Staff to review the CDBG Sub-Recipient Grantee Management Manual and expectations of the County to ensure CDBG regulations and requirements are met through the implementation of the program. Communication directives, payment processing, project signoffs, reporting, environmental requirements, procurement, and other

required steps will be reviewed, discussed and assignments will be provided at this meeting. Additional training will occur throughout the contract term with monitoring by the County occurring each year to ensure compliance.

Task 2: Marketing Plan Implementation.

A Marketing Plan has been established and will be implemented accordingly. We anticipate a total of 30 final users of the program and expending all funds by June 30, 2025. A variety of tactical tools will be used to reach the community users of the program in Nevada County. Flyers, Brochures, press release and media print will be utilized and coupled with an online presences to include Facebook Page, website, 2-1-1 connection and local outreach including presentations. These tools will allow 24/7 access to the agency and will connect family members, caregivers and service providers with the program details and allow for referrals at the highest level.

Task 3: Conduct intake/Application screening.

A pre-screen eligibility form will be completed for each applicant that calls or requests an application for the program. The form will collect all the required information to review eligibility prior to an application being issued. The document will collect the address, contact information, type of work that is being requested, annual income of all members 18 and over and sources, demographics of the household, verification of tribal membership and number of persons occupying the unit. The income information will be reviewed against the maximum income allowed for the number of persons in the household and an application will be issued if the income is at or below the required limits.

Task 4: Issue Applications to pre-qualified applicants.

A total of 10 applications will be issued and then persons qualifying at pre-screen will be placed on a waiting list to ensure funds will be available prior to issuing applications as income data is only valid for a period of 6 months. After the first 4 projects have been approved an additional four applications will be issued and begin processing. The waiting list will be reviewed at the end of each month to ensure the applicants are aware of their status. If applications issued are not returned within 15 days of issuance, they will not be eligible for funding and their name will be placed on the waiting list. A courtesy call will be made at day 10 to ensure they are aware they must submit in 5 days or they will be placed on the waiting list and the next applicant will be issued an application. Any applicants requesting assistance with the application process will be provided assistance either through the Fix It coordinator, or by an Independent Living Specialist to ensure adequate support is provided.

Task 5: Review completed applications and submit to Admin Sub for final approval.

Once an application is received it will be reviewed for completeness, additional information may be requested. Applicant must respond to all requests for additional information within 10 working days to maintain their application in good standing and not be moved to the waiting list. Third party verification requests will be issued to verify income in accordance to HUD regulations. Once all data and

information has been received the file will be provided to the County to confirm income calculations and provide additional requests as necessary to document the income file. Once approved, County will provide a letter of verification of income approval and the application will move forward. If income is found to be over the allowed maximum, a letter advising the applicant of the outcome will be provided by FREED and the next application will be issued to the waiting list participants.

Task 6: Review property for flood zone and SHPO concerns. Upon receipt of the application, the address will be forwarded to the County and flood zone and date of construction of the unit will be established to determine if any environmental impacts will need to be considered for the project. These processes will need to be started early in the project to ensure delays are not compounded and can begin early. If flood zone and/or SHPO consultation is required, the information will begin once the inspection has occurred and a scope of work can be identified. FREED staff will collect the required photographs of the project location and submit to County for use as needed for the processes. Additional review will be considered if the home was built prior to 1975 due to potential lead. FREED staff will attend the Lead Visual Assessment Training provided on HUD website and if lead is identified or an area will be disturbed presumed lead will be the practice and lead contractors will be brought in to complete the lead testing and reports as required. Contractor's certifications will be placed in the file as well as all testing results.

Task 7: Schedule inspection. FREED staff will schedule the unit inspection with the applicant once income has been verified. The inspection will review all health and safety issues in the unit. Pictures will be taken to document each item identified as well as the surrounding area including the street, exterior and surrounding neighborhood. The photos will be provided to County for environmental processing and all photos will be placed in the file as evidence of work needed.

Task 8: Begin environmental review documents. County staff will have received the photographs of the project location and unit and a copy of the work write-up for the environmental document to be completed. Based on the information regarding Flood Zone, SHPO and lead assessment, the appropriate procedures will be completed, and the final document prepared for signature by County as the lead agency. Contracts will not be issued until all environmental work has been completed.

Task 9: Develop work-write up establish cost estimate. FREED inspection staff will develop an outline of the work to be performed on the unit, work write-up, based on their inspection. Cost estimates will be prepared based on the work write-up

Task 10: Prepare grant committee report for approval. Once the project scope has been completed, cost estimates have been outlined, and income verification approved, the project will be submitted to the grant

committee for final project approval. A Grant Committee Request will be completed providing the Grant Committee with all the relevant project information including but not limited to the following:

- a. Household components
- b. Income
- c. Unit information/Project Summary
- d. Environmental clearance data w/mitigations as applicable
- e. Exceptions/Special Circumstances/Considerations
- f. Determination

Task 11: Issue approval letter to applicant (after environmental clearance is complete).

Once the project has been approved by the Grant Committee a formal letter will be issued to the applicant advising the grant award. The letter will also provide the next steps of the process and outline the grant agreement and contracting process. This will additionally advise the applicant that all contracts between contractor and homeowner are not including the FREED Program, staff, and County staff. It is important to ensure a clear delineation on the responsibility of the contract with contractor. The funding is the item that is provided, and the support provided by the team is to assist the homeowner through the process but are not party to the contract. Approval of payment will be conducted to ensure compliance with the contract and the work outlined to be performed. Obtain grant agreement signature.

Task 12: Prepare bid notices for Contractor bid process

Based on the outreach and recruitment of contractors conducted at the onset of the program, a bid notice will be prepared with the work write-up and provided to the approved contractors list. The homeowner will be allowed to provide the bid to other contractors and if selected, that contractor will be approved through the process to ensure they are eligible to perform work on the project. The notice will be provided 15 days in advance of the bid walk thru date and the bid will be due 15 days after the bid walk through. This will allow ample time for the contractor to review the project scope, request clarification, research and provide the bid.

Task 13: Conduct Construction bid and receive bid for applicant approval. The bid process is completed using a bid walk through format. This requires all contractors to attend the project preview at a certain date and time at the project site. The FREED inspection staff will review each of the components of the projects, allow contractors to ask questions, take measurements, convey ideas, all to ensure everyone is provided the same information at the same time. Fifteen (15) days following the project preview the bids will be due to the FREED inspection staff. The staff will review each bid for completeness and schedule a time to review each bid with the applicant. The applicant will at that time select the contractor bid they wish to enter contract to complete the work outlined. A letter will be issued by FREED inspection staff to all bidders advising if they were selected or not.

Task 14: Issue contract to selected contractor and issue Notice to Proceed.

FREED inspection staff will create the contract, County will provide a standard contract including all the required contract language that will be updated with the specific project information. The work write-up will be an exhibit to the contract as well as the pay schedule details. FREED inspection staff will meet with the contractor and homeowner to review the contract and ensure everyone is aware of the provisions, termination clauses, mitigations, payment schedule, expectations of construction process, due date, the flow of the project, what to expect, where to store materials, site cleanup, fees, penalties, and other important items as required. Both the homeowner and contractor will execute the contract at the meeting. The contract will be provided to each party 5 working days prior to the meeting to allow for ample time to review the contract, request edits, and/or ask questions regarding the provisions. Required language will not be removed. Once the contract is executed, a Notice to Proceed will be issued for the project. Contract information will be provided to County staff who will submit the Project Set Up report to HCD.

Task 15: Manage construction project and approve payment requests. The construction project will begin as outlined in the contract and based on the meeting with the homeowner. Contractor will coordinate all inspections with the building department for required building inspections and permit sign off. FREED inspection staff will be on site when payment requests are issued by the Contractor. FREED inspection staff will make contact with both the contractor and the homeowner throughout the project to check on status and ensure the relationship between the two parties is moving forward and may assist to mitigate any disagreements that may arise to ensure a successful project. Differences may arise from time to time and mediation may be necessary. Payment approvals will occur when a payment request is provided by the contractor per the schedule outlined in the contract. FREED inspection staff will inspect the project per the payment request to verify the work has been completed, supplies are on site, and verify quantities. Signature from the contractor, homeowner and FREED inspection staff will be required prior to payment being issued to the County for payment. County will not process any payments without the following items being submitted with the first payment request:

1. Grant Committee Approval document
2. Signed contract between homeowner and contractor
3. EIN Number from Contractor with Completed W-9
4. Signed Payment Request form

Once all documents are received, they will be reviewed for completion and accuracy. County staff will process the payment and the check will be issued to the contractor. Approximate time to process payment is 15 days. All payments will be processed using the same steps except the requirement to submit items 1-3 outlined.

Task 16: Conduct final project walk through, develop punch list with applicant, issue to contractor for completion.

Once the project has completed the tasks as outlined in the contract and final payment is due to the contractor, a final project walk through with the FREED

inspection staff and homeowner will occur to provide a final list to the contractor or corrections that need to be made to complete the project. The list will be provided to the contractor and the contractor will have 30 days to complete and final payment will not be processed until all items have been addressed. Final sign-off of the permit and lien releases will also be required before payment release. Contractor will be required to sign a full lien release and forego the 30-day waiting period after recording the NOCs for retention payments.

Task 17: Receive lien release/clearances

Final sign-off of the permit and lien releases will also be required before payment release. Contractor will be required to sign a full lien release and forego the 30-day waiting period after recording the NOCs for retention payments.

Task 18: Prepare final accounting and balance project funds request.

The final payment request will be recorded on the project payment ledger, a balance of the project costs to grant award will be completed. Any funds remaining in the account will be moved back to the available grant funding and a closeout letter will be issued to the applicant providing a total project funding report to close out the project file. The data will be provided to County staff to submit the Project Completion Report to HCD and process the draw for the County.

Task 19: Repeat Task 5-18 for each application

Each application will follow the process outlined above for each project that is identified and approved.

Task 20: County Payment Reimbursement from CDBG

Upon receipt of payment request for projects, the County will submit at a minimum quarterly, reimbursement requests from the CDBG contract. The County will provide all funds for the projects and work on a reimbursement basis for the program. Once again, no payments will be made if the required documents and approvals are not obtained.

Task 21: Maintain files.

Each project file will include a checklist for all items to be included. Information will be collected and organized throughout the project cycle and inserted into the appropriate section of the file. At the end of the project the file will be audited to ensure all documents are included, signed off, and in the correct section of the file.

Task 22: Perform/Keep Financial records in accordance to 2 CFR Part 200.

All funds will be expended through the County Auditor's Office and all back up for each expenditure will be provided. FREED staff will maintain timecards outlining all hours for each project. A financial system will be established that will track all expenditures and receipts based on the Federal Award received and not commingled with other funds. Records will be maintained for a minimum of 3 years after the grant contract close-out provided by HCD. A budget has been provided with this application and will be managed per this approval. No assets will be

created during the term of this contract. The project accounting will be provided in accordance to 2 CFR Part 200.302.

NOTE: Some project will be minor and the process will not require a formal contractor bid process and quotes will be obtained and the project will be implemented excluding Tasks 12, 13, 14 and 17 as it will include installation of equipment only.

General Administration

The Subrecipient shall provide all CDBG Program-required financial oversight and grant reporting for the program to the Grantee, including all program-specific administrative, monitoring and reporting requirements specified in the CDBG Grant Management Manual and contract between the Grantee and the Department regarding this CDBG grant.

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 and services carried out under this Agreement will meet the CDBG National Objective of benefiting Disabled and/or Elderly Persons (62 or older) in the County of Nevada. The Subrecipient's will assess each potential client to ensure that each client qualifies for homeless services.

The Subrecipient's Disabled and/or Elderly Persons (62 or older) clientele is presumed to be 51% HUD Low/Mod Income with a service area of the County of Nevada. Income verifications with signatures will be completed for all program participants.

Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide program services in accordance with the above scope of work and in accordance with the requirements of the CDBG program.

Outreach will be performed on a monthly basis by the Subrecipient. Services shall be provided to a minimum of 15 Disabled and/or Elderly Persons (62 or older) Households per fiscal year. Outreach shall include information, referrals and or assistance to any and all other services and or benefits for which the Subrecipient provides under a contract with Nevada County HHSA.

“Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.”

C. 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 14th day of March 2023 or as soon as this agreement takes effect and ends on the 30th day of June 2025 . 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

Freed Fix-It Program

Personnel Expenses	\$90,000.00
Rent, Utilities, Misc. Program Expenses, etc.	\$15,300.00
Home Rehabilitation Expenses – Materials, Contractors, Architectural, Permits, etc.	\$219,700.00
Total Program Budget	\$325,000.00

Indirect charges are not allowed. 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 \$325,000.00. 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.

With the submission of original monthly bills, together with proper support documentation, for the services described in Section A. of this Agreement, the Subrecipient will be reimbursed on a monthly basis. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.300-309.

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:

Ryan Gruver, Director HHSA
County of Nevada
950 Maidu Ave
Nevada City CA 95959
Phone: (530) 265-1645
Fax: (530) 265- 9860

Subrecipient:

Carly Pacheco, Exec. Director
FREED Center for Independent Living
435 Sutton Way
Grass Valley, CA 95945
Phone: (530) 477-3333
Fax: (530) 477-8184

VI. SPECIAL CONDITIONS

None

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of the Code of Federal Regulations, Title 24 Grant and Agreements Part 200 Subpart A -F and Title 24 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

To the fullest extent permitted by law, Subrecipient shall **hold harmless, defend** at its own expense, **and indemnify Grantee** its officers, employees, agents, and volunteers, **against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Subrecipient or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Grantee's sole negligence or willful acts.**

D. Insurance

Subrecipient shall procure and maintain for the duration of the contract, and for (5) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, his agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.

Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Subrecipient maintains broader coverage and/or higher limits than the minimums shown above, the Grantee requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Subrecipient. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Grantee.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Grantee. The Grantee may require the Subrecipient to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Grantee. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Grantee. Any and all deductibles and SIRs shall be the sole responsibility of Subrecipient or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Grantee may deduct from any amounts otherwise due Subrecipient to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Grantee reserves the right to obtain a copy of any policies and endorsements for verification.

E. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The Grantee, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Subrecipient. General liability coverage can be provided in the form of an endorsement to the Subrecipient's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

For any claims related to this project, the **Subrecipient's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Grantee, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Grantee, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Grantee.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Subrecipient must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Grantee for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Umbrella or Excess Policies

The Subrecipient may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Subrecipient's primary and excess liability policies are exhausted.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Grantee.

Waiver of Subrogation

Subrecipient hereby agrees to waive rights of subrogation which any insurer of Subrecipient may acquire from Subrecipient by virtue of the payment of any loss. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Grantee for all work performed by the subrecipient, its employees, agents and subcontractors.

Verification of Coverage

Subrecipient shall furnish the Grantee with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Subrecipient's obligation to provide them. The Grantee reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Grantee reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Subrecipient shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Subrecipient shall ensure that Entity is an additional insured on insurance required from

subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances

Grantee reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

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 2 CFR Part 200.339, 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:

(a) The Federal award may be terminated in whole or in part as follows:

(1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

(2) By the Federal awarding agency or pass-through entity for cause;

(3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

(4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

(b) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).

(1) The information required under paragraph (b) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either -

(i) Has exhausted its opportunities to object or challenge the decision, see § 200.341 Opportunities to object, hearings and appeals; or

(ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.

(2) If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:

(i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;

(ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

(3) Federal awarding agencies, shall not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

(c) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§ 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part E Cost Principles 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 2 CFR Part D subpart 200.300-200.309, 2 CFR Part E Cost Principles and 2 CFR Part F Audit Requirements. 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 2 CFR Part 200, which 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 2 CFR Part 200 Subpart C, D, E & F
- g) Other records necessary to document compliance.
- h)

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement in compliance with 2 CFR Part 200.333-337 and for a period of five (5) years. The retention period begins on the date of the close out letter issued by the Grantee. 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, 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 the applicable State of Federal 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.

6. 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 2 CFR Part 200 Subpart F.

C. Reporting and Payment Procedures

1. Program Income

No Program Income is anticipated because the services will be provided to 100% low-moderate income seniors of an age 62 years or older.

2. Indirect Costs

Indirect costs will not be allowed under this program unless written approval has been received 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. With the exception of certain advances, 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 advance fund and 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 monthly or quarterly Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. Please refer to the CDBG Subrecipient manual for instructions.

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. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. Federal Requirements

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200 Subpart D 200.317.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area 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 2 CFR Part 200 Subpart D, 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 [or such longer period of time as the Grantee deems appropriate]. 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 [or such longer period of time as the Grantee deems appropriate].
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's scope of public services for the meals on wheels program does not involve relocation of residents or acquisition of real property or one-for-one housing replacement. Funds received by the Subrecipient shall not be used for relocation, real property acquisition, or one-for-one housing replacement as a part of this agreement.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] 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.

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 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.

"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;
- 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.

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.

County of Nevada

FREED

By _____
Mike Dent
Title: Director,
Housing and Community Services

By _____
Carly Pacheco
Title: Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

County Counsel

1. **FEDERAL AWARD IDENTIFICATION**: PerOMB2 CFR 200.331 all pass-through entities must ensure that every sub-award is clearly identified to the sub-recipient as a sub-award and include the following information:
- a. Sub-recipient: Freed Center for Independent Living (FREED)
 - b. Project Description: Housing Rehabilitation Services
 - c. Sub-recipient DUNS Number: 555889047
 - d. Federal Funds Obligated to the Sub-recipient: \$325,000
 - e. Federal Awarding Agency US Department of Housing and Urban Development:
 - f. Pass Through Entity: State of California Department of Housing and Community Development, County of Nevada
 - g. Federal Award Identification Number (FAIN): N/A
 - h. Catalog of Federal Domestic Assistance (CFDA) name:
Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
 - i. Catalog of Federal Domestic Assistance (CFDA) number: 14.218
 - j. Contract Term: Start date: 3/14/23 End date: 6/30/25
 - k. Research and Development Grant: ___ Yes ___ X ___ No
 - l. Indirect Cost Rate: ___ Yes ___ X ___ No ___ N/A De Minimis Indirect Cost Rate