

Sponsor: Bailey

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached contract between the City of Florence, Alabama, and Big Brothers Big Sisters of the Shoals, Inc., in the amount of \$4,208.00, to assist with placing 4 low income little brothers/little sisters with 4 volunteer matches, in accordance with the approved Community Development Action Plan, is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the proper City of Florence officials are hereby authorized and directed to execute and attest said contract.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY COUNCIL

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
MAYOR

ADOPTED & APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
CITY CLERK

STATE OF ALABAMA

LAUDERDALE COUNTY

CONTRACT

THIS AGREEMENT entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Florence, Alabama, (hereinafter called the "Grantee") and the **Big Brothers Big Sisters of the Shoals, Inc.** (hereinafter called the "sub recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Sub-recipient 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 Sub-recipient will be responsible for administering a CDBG Year **Big Brothers Big Sisters of the Shoals, Inc.** in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

Activity #1: **Assist 4 littles with matches** \$4,208

B. National Objectives

All activities funded with CDBG 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 sub recipient certifies that the activity (ies) carried out under this Agreement will meet (indicate which National Objective).

Briefly describe how this National Objective will be met.

**Big Brothers Big Sisters will assist 4 low income littles with 4 volunteer matches. This will improve the littles with social acceptance, scholastic competence, and education, attitudes towards risky behaviors, parental trust, and special adult relationships.**

C. Levels of Accomplishment- Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The sub recipient agrees to provide the levels of program services:

<u>Activity</u>	<u>Annual Client Served</u>
Activity #1	4

D. Performance Monitoring

The Grantee will monitor the performance of the sub recipient 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 sub recipient 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 sub recipient shall start on the 1<sup>st</sup> day of May, 2018 and end on the 30<sup>th</sup> day of April of 2019. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the sub recipient remains in control of CDBG finds or other CDBG assets, including program income.

**Big Brothers Big Sisters will assist 4 low income littles with 4 volunteer matches. This will improve the littles with social acceptance, scholastic competence, and education, attitudes towards risky behaviors, parental trust, and special adult relationships.**

The sub recipient certifies that the activities carried out with funds provided under the Agreement will meet one or more of the CDBG program National Objectives - 1) benefit low/moderate income persons, 2) aid in prevention of slums or blight, 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

1. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the sub recipient agrees to provide the following levels of program service: Activities monitored to count number of persons receiving assistance during the program year.

2. Staffing
3. Staff Organization Chart
4. Performance Monitoring

The Grantee will monitor the performance of the sub recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the sub recipient 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 sub recipient shall start on the 1st day of May, 2018, and end on the 30th day of April, 2019. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the sub recipient remains in control of CDBG funds or other assets, including program income.

**III. BUDGET**

Line Item:	Amount:
4 Little/Adult Matches @ \$1,052 ea	\$4,208
TOTAL	\$4,208

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the sub recipient 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 sub recipient.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed \$4,208. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

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

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via email (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 representatives:

Grantee City of Florence

Sub recipient Big Brothers Big Sisters of the Shoals, Inc.

Melissa H. Bailey, Director Planning and Community Development

Gina Mashburn, Director

Address 110 W. College St. Suite 115

Address 505 N. Columbia Ave.

City, State, Zip Florence, AL 35630

City, State, Zip Sheffield, AL 35660

Telephone (256) 740-8806

Telephone (256) 284-1931

Fax (256) 760-6323

Fax (256) 381-5386

**VI. SPECIAL CONDITIONS**

**VII. GENERAL CONDITIONS**

**A. General Compliance**

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

**C. Hold Harmless**

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

**D. Workers' Compensation**

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

**E. Insurance and Bonding**

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

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

#### F. Grantor Recognition

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

#### G. Amendments

The Grantee or sub recipient 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 both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or sub recipient 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 any 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 sub recipient.

#### H. Suspension or Termination

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

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

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

### VIII. ADMINISTRATIVE REQUIREMENTS

#### A. Financial Management

##### 1. Accounting Standards

The sub recipient agrees to comply with 24 CFR 84.21-28 and 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 sub recipient shall administer its program in conformance with OMB Circulars A-122, "Costs Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### B. Documentation and Record-Keeping

#### 1. Records to be maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one or more of the National Objectives in the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

#### 2. Retention

The sub recipient shall retain all financial records, supporting documents, statistical records, and all other pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any records cited and that have started before expiration of the four- year period, whichever occurs later.

#### 3. Client Data

The sub recipient 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 sub recipient 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 Sub recipient's responsibilities with respect to services provided under this contract, is prohibited by the City of Florence unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

#### 5. Property records

The sub recipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

#### 6. Close-Outs

The Sub recipient'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 sub recipient has control over CDBG funds, including program income.

#### 7. Audits & Inspections

All sub recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems 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 sub recipient within 30 days after receipt by the sub recipient. Failure of the sub recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The sub recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and, as applicable, OMB Circular A-133.

#### C. Reporting and Payment Procedures

The sub-recipient must submit work and client accomplishment data with each monthly reimbursement request. Lastly, when submitting the final request for reimbursement a closeout form along with a summary of final accomplishment information is required.

##### 1. Program Income

The sub recipient shall report monthly all program income (as defined in 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the sub recipient shall comply with the requirements set forth at 24 CFR 507.504. By way if further limitations, the sub recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U. S. Treasury is not program income and shall be remitted promptly to the Grantee.

##### 2. Indirect Costs

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

##### 3. Payment Procedures

The Grantee will pay to the sub recipient funds available under this contract based upon information submitted by the sub recipient 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 sub recipient, 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 sub recipient 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 sub recipient.

##### 4. Progress Reports

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

#### D. Procurement

##### 1. Compliance

The sub recipient 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. OMB Standards

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

##### 3. Travel

The sub recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under the Agreement.

#### E. Use and Reversion of Assets

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

1. The sub recipient shall transfer to the Grantee any CDBG finds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

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

#### **X. PERSONNEL & PARTICIPANT**

##### **A. Civil Rights**

###### **1. Compliance**

The sub recipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VII 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 with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

###### **2. Nondiscrimination**

The sub recipient 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 sub recipient 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 improvement erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The sub recipient, 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 sub recipient agrees to comply with any 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 sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

##### **B. Affirmative Action**

###### **1. Approved Plan**

The sub recipient 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, 1965. The Grantee shall provide Affirmative



Action guidelines to the sub recipient to assist in the formulation of such program. The sub recipient shall submit a plan for an Affirmative Action Program for approval prior to award of funds.

#### 2. Women/Minority Business Enterprise

The sub recipient will use its best efforts to afford minority- and woman-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female owned 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-American, Spanish speaking, Spanish surnamed or Spanish heritage Americans, Asian- Americans, and American Indians. The sub recipient 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 sub recipient shall furnish and cause each of its own sub recipients 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 sub recipient 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 Sub recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The sub recipient will, in all solicitations or advertisements for employees placed by or on behalf of the sub recipient, state that it is an Equal Opportunity or Affirmative Action employer.

#### 6. Subcontract Provisions

The sub recipient will include the provisions of Paragraph 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 sub recipients or subcontractors.

### C. Employment Restrictions

#### 1. Prohibited Activity

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

#### 2. Labor Standards

The sub recipient 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 Standard Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and USC 276c) 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 contract. The sub recipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The sub recipient 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 adopted than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the sub recipient of its obligation, if any, to require payment of the higher wage. The sub recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

#### 3. "Section 3" Clause

#### A. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the 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 sub recipient and any of the Sub recipient's and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the sub recipient and any of the Sub recipient's sub recipients and subcontractor, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The sub recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The sub recipient 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 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 sub recipient 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 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 neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contract for work undertaken in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given 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 which 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 sub recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

#### B. Notifications

The sub recipient 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 workers 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 sub recipient 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 sub recipient 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 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

##### 4. Assignability

The sub recipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the sub recipient 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.

## 5. Subcontracts

### A. Approvals

The sub recipient 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 sub recipient 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 sub recipient 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 sub recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on fair and open basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

## 6. Hatch Act

The sub recipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to the extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

## 7. Conflict of Interest

The sub recipient 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 sub recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agent's engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the sub recipient 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, wither 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 sub recipient, or any designated public agency.

## 8. Lobbying

The sub recipient hereby certifies that:

1. 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 employee of any Member of Congress, an officer or employee of Congress, or an employee of any Federal grant, the making of any Federal loan, the entering of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid 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;

3. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly;
4. 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. Code. 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.

5. 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.

6. Religious Organization

The sub recipient 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 sub recipient 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 Section 114 and Section 308, and all regulations and guidelines issued there unto.
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

### **B. Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the sub recipient shall assure that for activities located in an area identified by 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 sub recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all 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 symptoms, treatment and precautions 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.

### **D. Historic Preservation**

The sub recipient 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 of Historic Properties, insofar as they apply to the performance of this contract.

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 hereby 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 sub recipient 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.

**XIV. Entire Agreement**

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient 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 Sub-recipient with respect to this Agreement.

*For the above sections, if the Sub-recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.*

Date: \_\_\_\_\_

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

[Grantee]

[Sub-recipient]

By \_\_\_\_\_  
Mayor, City of Florence

By \_\_\_\_\_

Date: \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_