

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (ECONOMIC DEVELOPMENT) BETWEEN CITY OF FULLERTON AND _____

This COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (ECONOMIC DEVELOPMENT) ("**Agreement**") is entered into as of the ____ day of _____ ("**Effective Date**"), between the CITY OF FULLERTON, a California municipal corporation ("**City**"), and _____, a _____ ("**Participant**").

RECITALS

A. City participates in the Community Development Block Grant program administered by the United States Department of Housing and Urban Development ("**HUD**") under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) as amended from time to time, and the regulations promulgated thereunder (24 C.F.R. § 570 et seq.). Pursuant to the Community Development Block Grant program, City receives funds from HUD ("**CDBG Funds**") to be used for the support of community development activities that meet at least one of the three national objectives of the program of benefiting low and moderate income persons, preventing and eliminating slums and blight, and addressing a community development need having a particular urgency.

B. City is undertaking activities for the revitalization of the City. The purpose of this Agreement is to enable the establishment of a quality business in the City and create employment opportunities at _____ Fullerton, California (the "**Site**") in which Participant is located and operates its business, by providing financial assistance for business operations.

C. Participant has applied as a "subrecipient" for and been awarded the CDBG grant set forth in this Agreement pursuant to 42 U.S.C. Sections 5301 et seq. and federal CDBG regulations set forth at 24 C.F.R. Part 570. Subsection 17 of Section 5305 of Title 42 of the United States Code expressly allows CDBG funds to be utilized to assist private, for profit entities to carry out economic development. City has determined that Participant meets the qualifications of the CDBG regulations and Participant has agreed to comply therewith.

AGREEMENT

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Participant hereby agree as follows:

1. DEFINITIONS

The following terms as used in this Agreement shall have the meanings below unless expressly provided to the contrary:

"**Agreement**" shall mean this Community Development Block Grant (Economic Development) Agreement between City and Participant, including all exhibits and other

documents attached hereto. This Agreement constitutes the written agreement required under 24 C.F.R. § 570.503 to be entered into by a recipient and subrecipient for subgrants of CDBG Funds.

“**CDBG Funds**” shall mean the funds allocated to City by HUD under the Community Development Block Grant program.

“**CDBG Requirements**” shall collectively refer to the requirements of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) as amended from time to time, and the implementing regulations set forth in 24 C.F.R. § 570 et seq. as amended from time to time, and the legal requirements set forth and referred to in Exhibit “B” attached to this Agreement.

“**City**” shall mean the City of Fullerton, a California municipal corporation, organized under the laws of the State of California and having its offices at 303 W. Commonwealth Avenue, Fullerton, CA 92832.

“**City Grant**” shall mean the subgrant of CDBG Funds referred to in Recital C of this **Agreement** to be provided by City to Participant for eligible expenses, as more fully explained in this Agreement.

“**Participant**” shall have the meaning set forth in the preamble to this Agreement. Participant is a subrecipient under the Community Development Block Grant program.

2. TERM

The term of the Agreement is one year beginning on the Effective Date, and ending on the first anniversary thereof. This Agreement shall be in effect so long as Participant has control over CDBG Funds and/or program income, and the Participant complies with the requirement to hire persons who live and/or work in Fullerton and qualify as low and moderate income households for such length of time.

3. CONDUCT OF BUSINESS / SCOPE OF SERVICE

3.1 Activities. In accordance with Title 24 Code of Federal Regulations (C.F.R.) Parts 570.200-208 and 570.503(b)(1) (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), the Participant will be responsible for administering a FY [20__-20__] CDBG Program Grant in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

3.2 Program Delivery. Participant will _____.

3.3 General Administration. In addition to the normal administrative services required as part of this Agreement, the Participant agrees to provide the following levels of program services:

4. NATIONAL OBJECTIVES

The Participant agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives 1) benefit low / moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency - as defined in 24 C.F.R. 570.208.

4.1 Operation of Participants Business/Levels of Accomplishment The Participant agrees to the following hiring goals:

<u>Activity</u>	<u>Level of Accomplishments</u>
Jobs To be Created	- Jobs _____
Jobs To be Retained	- Jobs _____
Number of Part Time Hours Created	_____
Number of Part Time Hours Retained	_____

4.1.1 Staffing

Participant certifies the staff responsible to carry out the activities specified in Section 3.1. above has adequate experience to implement the activity. Any changes in key personnel assigned or their general responsibilities under this Agreement are subject to prior approval of City.

4.2 Non-discrimination

Participant and any subcontractor of Participant must not discriminate against any person or deny benefits on the basis of race, color, religion, ethnic or national origin, sex, or on the basis of age or with respect to an otherwise qualified handicap or status. (CIVIL RIGHTS ACT OF 1964, TITLE VI AND TITLE I OF HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, SECTION 109 AS AMENDED.)

5. CITY GRANT

5.1 City Grant to Participant

City shall grant to Participant the sum of _____ Dollars (\$_____) (the

"Grant") which shall be subject to the following terms related to its use, security, and repayment:

5.1.1 Participant will submit a detailed contract budget in a form and content prescribed by the City for approval by the City. City and Participant may agree to revise the budget from time to time in accordance with existing City policies. Participant shall perform the activities described in Section 3.1 and in the Program Detail attached hereto and incorporated herein as Exhibit "A", consistent with the projected use of funds stated in Participant's application for funding. Deviations must be reported ahead of deviation on the appropriate federal forms - as defined in 24 C.F.R. 84.

<u>Line Item</u>	<u>Amount</u>
Salaries/Benefits	\$
Office Space (Program Only)	\$
Utilities	\$
Communications	\$
Reproduction/Printing	\$
Supplies and Materials	\$
Mileage	\$
Audit	\$
Indirect Costs (Specify)	\$
<hr/>	
TOTAL	\$

5.1.2 The Grant shall only be used for business operating expenses, at the discretion of Participant, provided that the funds shall not be used for improvement, renovation, or construction work relating to Participant's business.

5.1.3 Drawdowns for the payment of eligible expenses shall be made against the line item budgets set forth in Section 5.1.1 above and in accordance with performance on a reimbursement basis. Expenses for general administration shall also be paid against the line item budgets set forth in Section 5.1.1 above and in accordance with performance and 24 CFR 85.20(b) and 84.21.

5.1.4 Payments may be contingent upon certification of Participant's financial management system in accordance with the standards specified in 24 C.F.R.84 and in sufficient detail to determine cost eligibility and allowability per 24 CFR 85.20(b)(5) and 85.21.

5.1.5 City, as a recipient of the CDBG funds provided by the United States Department of Housing and Urban Development (HUD), requires that Participant comply with all standard CDBG regulations and Participant agrees to so comply. Participant shall employ new employees in accordance with the CDBG program requirements and as set forth in Section 4.1. In addition, program Participant shall provide copies of the DE9 and DE9C forms, the State of California Quarterly Wage and Withholding Report, to the CDBG Division on a quarterly basis.

5.1.6 Participant shall provide a Quarterly Performance/Activity Report in the form attached in Exhibit "D", which is attached hereto and incorporated by this reference, that must be included with all reimbursement requests.

5.1.7 If Participant receives reimbursement for wages or staff in carrying out the activities authorized by this Agreement, a detailed description of such wages must be provided with the invoice and Quarterly Performance/Activity Report.

5.1.8 City shall pay such invoice within thirty (30) days after receipt thereof, provided City is satisfied that such expenses were incurred within the scope of this Agreement and that Participant is in compliance with the terms and conditions of this Agreement.

5.1.9 All Payment requests shall be submitted to:

Daniel Valdez, Housing Manager
City of Fullerton
303 W. Commonwealth Avenue, 3rd Floor
Fullerton, CA 92832

Drawdowns for the payment of eligible expenses shall be made against the line item budgets set forth in Section 5.1.1 herein and in accordance with performance on a reimbursement basis. Expenses for general administration shall also be paid against the line item budgets set forth in Section 5.1.1 and in accordance with performance and 24 CFR 85.20(b) and 84.21.

5.1.10 Payments may be contingent upon certification of Participant's financial management system in accordance with the standards specified in 24 C.F.R.84 and in sufficient detail to determine cost eligibility and allowability per 24 CFR 85.20(b)(5) and 85.21. City may include an audit of the account maintained by Participant in City's annual audit of all CDBG funds pursuant to federal regulations found in Title 24 of the Code of Federal Regulations and other applicable federal laws and regulations.

5.1.11 City, as a recipient of the CDBG funds provided by the United States Department of Housing and Urban Development (HUD), requires that Participant comply with all standard CDBG regulations and Participant agrees to so comply.

5.2 **Recapture**

5.2.1 If Participant should cease business at the Site at any time during the period commencing as of the Effective Date and ending on the fourth anniversary thereof (the "**Recapture Period**"), Participant shall repay, in cash, all portions of the Grant that have been disbursed to Participant, within fifteen (15) days following Participant's receipt of written notification from the City to repay such disbursed amounts. The term "**cease business**" shall mean when the Site is no longer used as the principal place of business for Participant's business or the Site is vacant for two (2) weeks.

Participant shall give City written notice not less than thirty (30) days prior to cessation of business.

5.2.2 If Participant fails to meet the job creation requirement in any six (6) month period during the Recapture Period, Participant shall be required to repay the portion of the Grant attributable to such six (6) month period, with interest, to the City at the end of the Term. If Participant fails to meet the job creation requirements in any two (2) succeeding six (6) month periods, all disbursed portions of the Grant shall be immediately due and payable, Participant shall not be entitled to any further disbursements of Grant funds, and this Agreement shall terminate.

6. USE OF THE SITE

6.1 Permitted Uses

The Site shall be used and operated by Participant only for _____ and related uses and Participant shall not cease business as described in Section 5.2 herein.

6.2 Maintenance of the Site

Participant shall maintain the improvements on the Site and shall keep the Site free from any accumulation of debris or waste materials and shall remove any graffiti within 24 hours.

6.3 Local Employment

In addition to any other job creation requirements specified in this Agreement, to the greatest extent possible, Participant shall endeavor to employ lower income Fullerton residents in its operations at the Site. (Section 3, Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et. sec.).

6.4 Duration of Agreement

The restrictions established in this Agreement, without regard to technical classification and designation, shall be binding on Participant and any successor in interest to the Site or any part thereof for the benefit and in favor of City, its successors and assigns. The covenants contained in this Agreement shall remain in effect for the Recapture Period.

7. DEFAULTS, REMEDIES AND TERMINATION

7.1 Defaults - General

Subject to the extension of time set forth in Section 8.4, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must commence to cure, correct, or remedy such failure or delay within not less than sixty (60) days from the date of the

default or delay and shall complete such cure, correction or remedy with reasonable diligence.

If a default remains uncured, the injured party shall give written notice of uncured default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not terminate this Agreement or institute proceedings against the party in default until fifteen (15) days after giving such notice. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Orange, State of California, or in any other appropriate court in that county, or in the United States District Court in the Central District of California.

7.2 **Applicable Law and Venue**

The laws of the State of California shall govern the interpretation and enforcement of this Agreement. Venue shall be in Orange County.

7.3 **Termination**

7.3.1 **Without Cause-Failure to Obtain HUD Approval**

Participant has agreed that the Grant to be made is under the CDBG program, funded by the United States Department of Housing and Urban Development (HUD), which requires that Participant's application for such Grant must be approved by the City of Fullerton acting as administrator of the funding provided by HUD. If HUD determines during the term of this Agreement that Participant's application should not have been approved by City either City or Participant shall have the right to terminate this Agreement upon five (5) days written notice to the other. Upon such termination neither party shall have any further obligation to the other except for Participant's obligation to indemnify City pursuant to Section 9.3 for obligations which have accrued before the date of such termination.

7.3.2 **For Cause.** If, for any cause, Participant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Participant shall violate any of the covenants, agreements, or stipulation of this Agreement, City shall thereupon have the right to terminate this Agreement by giving written notice to Participant of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. Notwithstanding the above, Participant shall not be relieved of liability to City for damage sustained by City by virtue of any breach of the Agreement by Participant, and City may withhold any payments to Participant for the purpose of set-off until such time as the exact amount of damages due City from Participant is determined.

If, for any reason, the CDBG Funds required by City to fund eligible expenses are not received by City or are withdrawn from City, City may unilaterally terminate or modify the terms of this Agreement to reflect the loss of funding. If a reduction in funding is required, City will provide Participant with a modified Project Budget.

8. GENERAL PROVISIONS

8.1 Notices, Demands and Communications Between the Parties

Formal notices, demands and communications between City and Participant shall be sufficiently given if in writing and personally delivered or sent by overnight courier (e.g. Federal Express), or by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of City and Participant, as designated in this Section. Such written notices, demands and communications may be sent in the same manner to such other addressees as either party may from time to time designate by mail as provided in this Section.

Any written notice, demand or communication shall be deemed received immediately if delivered by hand, shall be deemed delivered the next day if dispatched to a reputable overnight courier that provides a receipt with the time and date of delivery, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

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.

To City: City of Fullerton
 City Clerk
 303 W. Commonwealth Avenue
 Fullerton, California 92832
 cc: Daniel Valdez, MPA, Housing Manager
 (714) 738-2858

To Participant: _____

A party may change its address by giving notice in writing to the other party. Thereafter, any notice, tender, demand, delivery, or other communication shall be addressed and transmitted to the new address.

8.2 Political Activity/Lobbying Certification

No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any

decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which it is, directly or indirectly, interested.

Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement except for payments of Participant's attorneys' and consultants' fees as Participant may incur in preparation of this Agreement.

Participant may not conduct any activity, including any payment to any person, officer, or employee of any agency or member of Congress in connection with the awarding of any federal contract, grant, or loan, intended to influence legislation, administrative rule-making or the election of candidates for public office during time compensated for under the contract or under representation that such activity is being performed as a part of the contract responsibility.

Participant shall comply with all applicable federal, state, County and City laws and regulations governing conflicts of interest.

8.3 **Non-liability of City Officials and Employees**

No member, official or employee of City shall be personally liable to Participant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Participant or successor or on any obligations under the terms of this Agreement.

8.4 **Enforced Delay: Extension of Times of Performance**

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrections; strikes; lock-outs; riots, floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation (including unlawful detainer actions and condemnation actions); unusually severe weather; inability to secure necessary labor, materials and tools; delays of any contractor, subcontractor or supplier; acts of the other party; acts or failure to act of the City or any other public or governmental entity (other than that acts or failure to act of City shall not excuse performance by City) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by City and Participant.

8.5 **Approvals**

Approvals required of City or Participant shall be in writing and shall not be unreasonably withheld or delayed.

9. GENERAL CONDITIONS

9.1 General Compliance

Participant agrees to comply with the requirements of 24 C.F.R. 570 including subpart K of said regulations, except that (1) Participant does not assume the recipients environmental responsibilities described in 24 C.F.R. 570.604 and (2) Participant does not assume the recipient's responsibility for initiating the review process under the provisions of 24 C.F.R. 52.

Participant also agrees to comply with all other applicable federal, state and local laws, regulations and policies governing the funds provided under this Agreement. Participant further agrees to utilize the funds available under this Agreement to supplement rather than supplant funds otherwise available.

9.2 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. Participant shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as Participant is an independent contractor.

9.3 Hold Harmless

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

9.4 Workers' Compensation

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

9.5 Insurance

Participant 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 City.

Participant shall furnish the City with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, Participant shall furnish certified copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by City before work

commences under this Agreement. The City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

All subcontractors shall comply with all of the requirements stated in this contract. Contractor shall furnish City with separate certificates and endorsements for each subcontractor.

Participant shall procure prior to the time Participant is entitled to commence any part of the project or services under this Agreement and maintain throughout the duration of this Agreement or project, insurance against claims for injuries to persons or damages to property which may arise from or in connection with services or projects provided under or funded by this Agreement. Participant shall provide current evidence of the required insurance in a form acceptable to the City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the indemnification and hold harmless clause contained herein or the extent to which Participant may be held responsible for payments of damages to persons or property.

9.5.1 **Minimum Scope and Limits of Insurance**

9.5.1.1 Commercial General Liability Insurance. Participant shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 0001 ED. 11/88, with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

9.5.1.2 Business Automobile Liability Insurance. Participant shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 000 T ED. 6/92, with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles. If use of an automobile is not required to perform the services or project under this Agreement, this coverage is not required.

9.5.1.3 Workers' Compensation and Employers' Liability Insurance. Participant shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

9.5.2 **Other Insurance Provisions**

The required insurance policies shall contain or be endorsed to contain the following provisions:

9.5.2.1 Commercial General Liability, Business Automobile Liability. The City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of

the services or projects performed under this Agreement; or with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Participant. Such coverage as an additional insured shall not be limited to the period of time during which the Participant is conducting ongoing operations under this Agreement but rather, shall continue after the completion of such operations. The coverage shall contain no special limitations on the scope of its protection afforded to the City, its officers, employees and volunteers.

9.5.2.2 Commercial General Liability, Business Automobile Liability. This insurance shall be primary insurance as respects City, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by City, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

9.5.2.3 All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

9.5.3 **Acceptability of Insurers**

All required insurance shall be placed with insurers acceptable to City with current BEST'S ratings of no less than B+, Class X. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if Participant evidences the requisite need to the sole satisfaction of City.

9.6 **Bonding**

Participant shall comply with the bonding and insurance requirements of 24 C.F.R. 84.31 and 84.48, Bonding and Insurance. This includes obtaining a commercial liability policy that names City as additional insured. Participant shall provide to City a certificate of insurance evidencing current coverage throughout the term of this Agreement.

9.7 **City Recognition**

Participant shall ensure recognition of the role of City 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, Participant will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

9.8 Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of the Scope of Services in Section 3 above may only be undertaken with the prior approval of City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Participant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to this termination. If City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, then City may terminate the award in its entirety.

In accordance with 24 C.F.R. 85.43 and 24 CFR 570.503(b)(6), City may also suspend or terminate this Agreement, in whole or in part, if Participant materially fails to comply with any term of this Agreement, which includes (but is not limited to) the following:

9.8.1 Failure of Participant to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

9.8.2 Failure, for any reason, of Participant to fulfill, in a timely and proper manner, its obligations under this Agreement;

9.8.3 Ineffective or improper use of funds provided under this Agreement; or

9.8.4 Submission by Participant to City, reports that are incorrect or incomplete in any material respect.

City may declare Participant ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Participant is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen (15) percent of said contract funds until such time as the Participant is found to be in compliance by the City or is otherwise adjudicated to be in compliance.

In accordance with 24 C.F.R. 85.44, this Agreement may also be terminated by either City or Participant, in whole or in part, by setting forth reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. All finished or unfinished documents, data, studies, reports and other materials prepared by Participant shall be the property of City and Participant is entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to this termination. If City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, then City may terminate the award in its entirety.

9.9 Prohibition Against Change In Ownership Management And Control Of Participant. The qualifications and identity of Participant and Participant's business are of particular concern to City. It is because of those qualifications and identity that City has entered into this Agreement with Participant. No voluntary or involuntary successor in interest of Participant shall acquire any rights or powers under this Agreement except as expressly set forth herein. Any change in ownership, management and control shall be subject to the approval of the City, which approval may be withheld in City's sole and absolute discretion. Participant shall not assign all or any part of this Agreement without the prior written approval of the City, which written approval may be withheld in City's sole and absolute discretion.

9.10 Compliance with Laws and Regulations and CDBG Requirements. Participant shall observe and comply with all applicable laws, regulations, and rules of governmental agencies having jurisdiction, including the Summary of Legal Requirements set forth in Exhibit "B" attached to this Agreement and the statutes referenced therein. Because the source of the City Grant is funds received from HUD pursuant to the Community Development Block Grant program, Participant is required to comply with all applicable CDBG Requirements. In the case of any conflict between the CDBG Requirements and this Agreement, the CDBG Requirements shall control; it being understood, however, that in order to be in compliance with this Agreement and the CDBG Requirements, Participant shall, to the extent possible, comply with the most restrictive provisions in this Agreement and the CDBG Requirements.

10. ADMINISTRATIVE REQUIREMENTS

10.1 Financial Management

10.1.1 Accounting Standards

The Participant agrees to comply with 2 CFR 200.302 and all other applicable provisions of 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The Participant agrees to comply with 24 C.F.R. 84.21-28 24 CFR 570.502(a)(4) and 24 CFR 570.502(b)(3) 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.

The Participant shall maintain and account for all funds received from City under this Agreement separately from any other funds administered by Participant.

10.1.2 Cost Principles

The Participant shall administer its program in conformance with 2 CFR Part 200 as it pertains to all costs incurred whether charged on a direct or indirect basis. Specifically, the Participant shall administer its program in conformance with 2 C.F.R. 230 (previously Office of Management and Budget (OMB) Circular A-122), "Cost Principles

for Non-Profit Organizations," or 2 CFR 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable; [and if the Participant 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 24 CFR 84.21(b)(3). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

10.1.3 **Uniform Administrative Requirements**

The Participant shall comply with the policies, guidelines, and requirements of 24 C.F.R. 85, 2 C.F.R. 215 & 225 (previously OMB Circulars A-87 and A-110 implemented at 24 C.F.R. 84), A-122 and A-133 (implemented at 24 C.F.R. 45), and A-128 (implemented at 24 C.F.R. 44), as they relate to the acceptance and use of Federal funds under this part. The applicable sections are set forth at 24 C.F.R. 570.502, 570.610 and 24 CFR 570.503(b)(5).

10.2 **Documentation and Record-Keeping**

10.2.1 **Records**

Participant shall keep such records and make such reports as are specified herein and shall comply with 24 C.F.R. 570.520, and 570.506 other applicable Federal Regulations. Such information is a public record except as otherwise provided in this Agreement.

10.2.2 **Records to be Maintained**

The Participant shall maintain all records required by the federal regulations specified in 24 C.F.R. 570.520, 570.506, and 24CFR 570.503(b)(2) and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

10.2.2.1 Records providing a full description of each activity undertaken, including its location and amount of CDBG budgeted, obligated and expended;

10.2.2.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

10.2.2.3 Records required to determine the eligibility of activities;

10.2.2.4 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

10.2.2.5 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

10.2.2.6 Financial records as required by 24 C.F.R. Part 570.502, and 24 C.F.R. 85.40 (previously OMB Circular A-110); and

10.2.2.7 Other records necessary to document compliance with Sub-part K of 24 C.F.R. 570.

10.3 **Retention**

The retention period for individual CDBG activities shall be the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR 570.503, or 3 years after the submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 of this title, in which the specific activity is reported on for the final time.

10.4 **Client Data**

Participant 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 services provided. Such information shall be made available to City monitors or their designees for review upon request.

10.5 **Disclosure**

Participant understands except to the extent preempted by federal law that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of City's or Participant's responsibilities with respect to services provided under this Agreement, is prohibited by California's privacy laws unless written consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent or guardian.

10.6 **Property Records**

Participant 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 to the "change in use" restrictions specified in 24 C.F.R. Parts 570.503(b)(8), 24 CFR 84.40-48, 24 CFR 570.502(a)(12), 24 CFR 570.502(b)(3) and 24 CFR 570.504(c).

10.7 **Close-Outs**

Participant obligation to City shall not end until all close-out requirements are completed in accordance with 24 C.F.R. 570.508. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program income balances, and receivable accounts to City, determining the custodianship of records and submitting all required documentation.

10.8 **Audits and Inspections**

All Participant records with respect to any matters covered by this Agreement shall be made available to City or HUD, at any time during normal business hours, as often as City or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Participant agrees to provide, at its own sole cost and expense an Independent Auditor's Report on Financial Audit and an Independent Auditor's Report on the Internal Control Structure in accordance with Government Auditing Standards not later than six (6) months after the end of Fiscal Year 20__-20__X (MONTH DATE, YEAR).

Any deficiencies noted in audit reports must be fully cleared by Participant within thirty (30) days after receipt by Participant. Failure of Participant to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Participant hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Participant audits and OMB Circular A-133 and in compliance with 24 CFR 84.26, 24 CFR 85.26, 24 CFR 570.502(a)(7) and 24 CFR 570.502(b).

10.9 **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 C.F.R. 84, 570.502-504 and 24 CFR 570.503(b)(7), as applicable, which include but are not limited to the following:

10.9.1 Participant shall transfer to City any CDBG funds at hand attributable to the use of CDBG funds under this Agreement at the time of expiration, cancellation or termination.

10.9.2 Real property under Participant 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 C.F.R. 570.208 until five (5) years after this Agreement. If Participant fails to comply, Participant shall pay City an amount equal to 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.

8.9.3 In all cases in which equipment acquired, in whole or in part, with funds under this Agreement, is not needed by Participant, such equipment shall be transferred (a) transferred to City for the CDBG program or (b) retained after compensating City [an amount equal to the current fair market value less the percentage of non-CDBG funds used to acquire the equipment].

10.10 **Payment Procedures**

10.10.1 **Program Income**

Participant shall report quarterly all program income as defined at 24 C.F.R. 570.500(a) and 24 CFR 570.503(b)(4) generated by activities carried out with CDBG funds made available under this Agreement. This includes, but is not limited to, the return of funds to City for property purchased under the Agreement, that did not meet a CDBG National Objective, or equipment, that was not needed by Participant for activities under the Agreement.

Any quarterly reports that are received two (2) weeks past the due date of the 10th will not be honored nor reimbursed (ex. October 24, January 24, April 24, and July 24). End of the year report received after July 24 will not be processed.

The use of program income by Participant shall comply with the requirements set forth at 24 C.F.R. 570.504 and 24 CFR 570.503(b)(3)(c). By way of further limitations, Participant may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to City at the end of the contract period. In addition, if it is determined, as a result of an audit or otherwise, that any of the disbursements of City Grant proceeds were improper or made for expenditures not eligible for reimbursement, Participant shall repay to City the amounts of such disbursements immediately and in no event later than ten (10) days after receipt of written notice from City. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to City.

10.10.2 **Indirect Costs**. If indirect costs are charged, Participant will develop an indirect cost allocation plan for determining the appropriate City share of administrative costs and shall submit such plan to City for approval.

10.10.3 **Payment Procedures and Reports**. City will pay to Participant funds available under this Agreement based upon information submitted by Participant and consistent with any approved budget and City policy concerning payments. Participant shall keep appropriate time distribution records where employees work on both CDBG eligible and non-CDBG eligible activities to ensure Participant is not reimbursed for these expenses from other organization or entity. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Participant, and not to exceed actual cash requirements. Payments will be adjusted by City in accordance with advance fund and program income balances available in Participant accounts. In addition, City reserves the right to liquidate funds available under this Agreement for costs incurred by City on behalf of Participant.

10.10.3.1 **Progress Reports**. Participant shall submit regular Quarterly Progress Reports to City in the form and content as required by City, including financial and statistical reports and a program progress narrative in the format

as set forth in Exhibit “D”, attached hereto and made a part hereof by reference. Such format may be modified upon mutual Agreement by Participant and City.

Quarterly Reports are due no later than the 10th day of the month following the end of the quarter. Therefore Quarter progress reports are due October 10th (First Quarter), January 10th (Second Quarter), April 10th (Third Quarter) and July 10th (Fourth Quarter).

Any quarterly reports that are received two (2) weeks past the due date of the 10th will not be honored nor reimbursed (ex. October 24, January 24, April 24, and July 24). End of the year report received after July 24 will not be processed.

10.10.3.2 **Summary Report.** Not more than thirty (30) days following the expiration of the one-year term of this Agreement, Participant agrees to prepare a summary report outlining program/project progress and achievement, problems, and resolutions. The report shall include cumulative statistics from the quarterly reports and follow the format of Exhibit “D”.

10.11 **Procurement**

10.11.1 **Compliance**

The Participant shall comply with current City policy concerning the purchases of equipment, goods and services and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein in accordance with 24 CFR 85.36, 24 CFR 84.40-48, 24 CFR 570.502 (a)(12) and 24 CFR 507.502 (b)(3), as applicable. All programs assets (unexpended program income, property, equipment, etc.) shall revert to City upon termination of this Agreement.

10.11.2 **Office of Management and Budget (OMB) Standards**

Participant shall procure materials in accordance with the requirements of 24 C.F.R. 84.40-48, Procurement Standards, and shall subsequently follow 24 C.F.R. 84.30-37, Property Management Standards, covering utilization and disposal of property. Participant shall have written procurement policy.

10.12 **Personnel Disclosure**

Where authorized by law, Participant shall conduct, at no cost to City, a criminal record background check on all personnel who will have direct, interactive contact with clients served through this Agreement. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Section and their performance of services under this Agreement.

10.13 HUD Certifications

Prior to submitting an invoice for reimbursement pursuant to this Agreement, Participant shall complete and submit to City the HUD Certifications attached hereto and incorporated herein as Exhibit "C".

11. PERSONNEL AND PARTICIPANT CONDITIONS

11.1 Civil Rights

11.1.1 Compliance

Participant agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, 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 and 12086.

11.1.2 Nondiscrimination

Participant agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 C.F.R. 570.607, as revised by Executive Order 13279 and the applicable non-discrimination provisions in Section 109 of the HCDA which states the Participant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. Participant will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Participant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

Participant shall, in all solicitations or advertisements for employees place by or on behalf of Participant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or handicap.

Participant agrees that, in connection with such public services:

11.1.2.1 it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

11.1.2.2 it will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; it will provide no religious instruction or counseling, conduct no religious workshop or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services; and the portion of a facility used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations.

11.1.3 **Land**

11.1.3.1 This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (Public Law (PL) 88-352) and 24 C.F.R. 570 Part I, 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 Agreement, Participant shall cause or require a covenant running with the plan 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 City and the United States are beneficiaries of and entitled to enforce such covenants. Participant, 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.

11.1.3.2 Participant shall not dispose of any real or personal property acquired or improved in full or in part with CDBG funds through sale, use or relocation without the expressed and prior written permission of City.

11.1.4 **Access to Records**

Participant shall furnish and cause each of its own participants to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agents, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

11.1.5 **Notifications**

Participant 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 Participant's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

11.2 **Employment Restrictions**

11.2.1 **Prohibited Activity**

The Participant 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.

11.2.2 **Occupational Safety and Health Act (OSHA)**

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970 (29 C.F.R. 1910), they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to Participant's health or safety.

11.2.3 **Unauthorized Aliens**

Participant represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Participant so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Participant hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

11.2.4 **Subcontracts.** Participant shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of City prior to the execution of such agreement. All subcontractors shall comply with all of the requirements stated in this contract.

11.2.4.1 **Monitoring.** Participant 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 documents evidencing follow-up actions taken to correct areas of noncompliance.

11.2.4.2 **Content.** Participant shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement in compliance with 24 CFR 570.502 (a)(12) and 24 CFR 570.502 (b)(3) as applicable.

11.2.4.3 **Selection Process.** Participant shall undertake to insure that all subcontracts let in the performance of this Agreement shall be advertised

on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to City along with documentation concerning the selection process.

12. AMENDMENTS

City and Participant 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 City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release City or Participant from its obligations under this Agreement.

City 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 a part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Participant.

13. 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.

14. 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.

15. WAIVER

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of City or Participant, and all amendments hereto must be in writing and signed by the appropriate authorities of City and Participant.

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

16. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between City and Participant 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 City and Participant with respect to this Agreement. All attachments referenced

IN WITNESS WHEREOF, City and Participant have executed this Agreement as of the dates set opposite their signatures.

ATTEST:

CITY OF FULLERTON:

Date: _____

Date: _____

Lucinda Williams, City Clerk

_____, City Manager

APPROVED AS TO FORM:

Participant:

Date: _____

Date: _____

City Attorney

_____, Executive Director

EXHIBITS:

- Exhibit "A" Program Detail
- Exhibit "B" Summary of Legal Requirements
- Exhibit "C" HUD Certifications
- Exhibit "D" Quarterly Performance/Activity Report

EXHIBIT "A"

PROGRAM DETAIL

[ATTACHED]

CDBG SUBRECIPIENT AGREEMENT PROGRAM DETAIL
Exhibit "A"

Agency Name:			
Address:			
Executive Director:		Telephone:	
Contact Person:		Title:	
E-mail:		Telephone:	

NOTE: The **Executive Director** will be the person responsible for signing all documents related to this activity unless otherwise specified and Board authority proof is provided.

1. **Activity Title/Project Name:** _____
2. **Activity Location:** (Please attach another sheet if necessary)
 1. *(Please include, if applicable, boundaries of area benefited by programs and corresponding census tract/block group numbers.)*

3. **Funding Period:** **July 1, 2023 – June 30, 2024**
4. **City of Fullerton CDBG Subaward Amount:** \$ _____
5. **Funding Summary:** (In addition to the following, attach your approved detailed line-item budget.)

Cost Category	City of Fullerton CDBG Subaward	Total Program/ Project Budget (All Funding Sources)
Personnel Services <i>(Salaries, benefits, etc.)</i>	\$	\$
Miscellaneous Program Costs <i>(Office supplies, professional services, etc.)</i>	\$	\$
Capital Outlay <i>(Property acquisition, construction costs, etc.)</i>	\$	\$
Other <i>(Please explain)</i>	\$	\$
TOTAL	\$	\$

6. **Activity Summary:**
A brief description of 1) Activity; 2) Type of beneficiaries (e.g., people, children, homeless, seniors, etc.)
7. **Estimated Accomplishments (July 1, 2023 thru June 30, 2024):**
Total Program Beneficiaries:

Estimate the number of Fullerton beneficiaries:

For capital projects, also provide the accomplishments in the applicable measurement (e.g., 550 linear feet of sidewalks).

Implementation Schedule (Construction Projects Only):

N/A

This section applies to construction projects only. Please provide the estimated date and percentage of completion for each phase of the project.

Milestone	ate	Completion	Comments
Phase 1: Preparation of Bid Documents			
Phase 2: Pre-Bid			
Phase 3: Bid Opening			
Phase 4: Contract Award			
Phase 5: Pre-Construction			
Phase 6: Mid-Construction			
Phase 7: Construction Completed			
Phase 8: Post Construction			

Information provided by:

Print Name

Date

Title

Organization

Signature

FOR CITY USE ONLY:

Eligibility Citation:	
National Objective:	
Census Tract Number(s):	
Account Number:	

EXHIBIT "B"

SUMMARY OF LEGAL REQUIREMENTS

[ATTACHED]

EXHIBIT B

SUMMARY OF LEGAL REQUIREMENTS

In addition to the requirements set forth in other provisions of the Agreement, Participant shall comply, and shall cause all Participant Personnel to comply, with the following laws, regulations, Executive Orders, and requirements insofar as they are applicable to the performance of the Agreement.¹

1. Equal Opportunity and Nondiscrimination.

a. Title VI of the Civil Rights Act of 1964, as amended, including Public Law 88-352 implemented in 24 C.F.R. Part 1. This law provides in part that no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. In regard to the sale or lease of the Site, Participant shall cause or require a covenant running with the land to be inserted in the deed and leases prohibiting discrimination under this Title, and providing that City and the United States are beneficiaries of and entitled to enforce such covenants. Participant shall enforce such covenant and shall not itself so discriminate.

b. Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended, including Public Law 90-234. The Fair Housing Act provides in part that there shall be no discrimination in housing practices on the basis of race, color, religion, sex, and national origin. The Fair Housing Act was amended in 1988 to provide protections from discrimination in any aspect of the sale or rental of housing for families with children and persons with disabilities. The Fair Housing Act also establishes requirements for the design and construction of new rental or for-sale multi-family housing to ensure a minimum level of accessibility for persons with disabilities.

c. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, including 42 U.S.C. 5301 et. seq., 42 U.S.C. 6101 et. seq., and 29 U.S.C. 794. This law provides in part that no person on the grounds of race, color, national origin, sex, or religion shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any federally-assisted activity.

d. Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including 42 U.S.C. 5301 et. seq. This law provides in part that any grant under Section 106 shall be made only if the grantee certifies to the satisfaction of the Secretary of HUD that the grantee will, among other things, affirmatively further fair housing.

¹ This exhibit is a list and summary of some of the applicable legal requirements and is not a complete list of all Subrecipient requirements. The description set forth next to a statute or regulation is a summary of certain provisions in the statute or regulation and is in no way intended to be a complete description or summary of the statute or regulation. In the event of any conflict between this summary and the requirements imposed by applicable laws, regulations, Executive

Orders, and requirements, the applicable laws, regulations, Executive Orders, and requirements shall apply.

e. Executive Order 11063, as amended, including 24 C.F.R. Part 107. This order and its implementing regulations include requirements that all actions necessary be taken to prevent discrimination because of race, color, religion, sex, or national origin in the use, occupancy, sale, leasing, rental, or other disposition of property assisted with Federal loans, advances, grants, or contributions.

f. Section 504 of the Rehabilitation Act of 1973, as amended. This Act specifies in part that no otherwise qualified individual shall solely by reason of his or her disability or handicap be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal assistance. Participant must ensure that its programs are accessible to and usable by persons with disabilities.

g. The Americans with Disabilities Act (ADA) of 1990, as amended. This Act prohibits discrimination on the basis of disability in employment by state and local governments and in places of public accommodation and commercial facilities. The ADA also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. The Act defines the range of conditions that qualify as disabilities and the reasonable accommodations that must be made to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for persons with disabilities.

h. The Age Discrimination Act of 1975, as amended. This law provides in part that no person shall be excluded from participation in, be denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal assistance.

i. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d. Participant shall not discriminate in employment decisions including hiring, firing, pay, job assignments, or any other aspect of employment based on race, color, religion, sex, or national origin. This requirement applies to employers with 15 or more employees, employment agencies, and labor unions.

2. Environmental.

a. Air and Water. Participant shall comply with the following regulations insofar as they apply to the performance of the Agreement: Clean Air Act, 42 U.S.C. 7401, *et seq.*; Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and the U.S. Environmental Protection City regulations pursuant to 40 C.F.R. Part 50, as amended.

b. Flood Disaster Protection Act of 1973. Participant 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.

c. Lead-Based Paint. Participant shall comply with the Lead-Based Paint Regulations referenced in 24 C.F.R. § 570.608, including 24 C.F.R. Part 35, *et. al.*

d. Historic Preservation. Participant shall 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 C.F.R. Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties and related laws and Executive Orders, insofar as they apply to the performance of the Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

e. Limitation on Activities Pending Clearance. In accordance with 24 C.F.R. § 58.22 entitled “Limitations on activities pending clearance, “neither a recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance under a program listed in 24 C.F.R. § 58.1(b) on an activity or project until HUD or the state has approved the recipient’s Request for Release of Funds (RROF) and the related certifications have been approved. Neither a recipient nor any participant in the development process may commit non-HUD funds or undertake an activity or project that would have an adverse environmental impact or limit the choice of reasonable alternatives. Upon completion of environmental review or receipt of environmental clearance, City shall notify Participant. HUD funds shall not be utilized before this requirement is satisfied. The environmental review or violation of the provisions may result in approval, modification or cancellation of the City Grant. If a project or activity is exempt under 24 C.F.R. § 58.34, or is categorically excluded (except in extraordinary circumstances) under 24 C.F.R. § 58.35(b), no RROF is required and the recipient may undertake the activity immediately after the City has documented its determination that each activity or project is exempt and meets the conditions specified for such exemption under this section by issuing a Notice to Proceed.

3. Uniform Administrative Requirements. For City Grants comprised of CDBG funds, the uniform administrative requirements described in 24 C.F.R. § 570.502 shall apply. For City Grants comprised of ESG funds, the uniform administrative requirements described in 24 C.F.R. § 576.407(c).

4. Other Program Requirements. For City Grants comprised of CDBG funds, Participant shall carry out each activity under the Agreement in accordance with all applicable federal laws and regulations described in Subpart K of 24 C.F.R. § 570 except for City’s environmental responsibilities under 24 C.F.R. § 570.604 and City’s responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52. For City Grants comprised of ESG funds, Participant shall carry out each activity under the Agreement in accordance with all applicable federal laws and regulations described in Subpart E of 24 C.F.R. § 576 except for City’s environmental responsibilities under 24 C.F.R. § 576.407(d) and City’s responsibility for initiating the review process under the provisions of 24 C.F.R. Part 5.

5. Reversion of Assets. Upon the expiration of the Funding Period or sooner termination of the Agreement, Participant shall transfer to City (a) any and all City Grant Funds, (b) any accounts receivable attributable to the use of City Grant Funds. In all cases in which equipment acquired, in whole or in part, with funds under the Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under the Agreement were used to acquire the equipment). Equipment not needed by Participant for activities under the Agreement shall at the election of City either be (a) transferred to City for the City Grant program, or (b) retained by Participant after compensating City an amount equal to the current fair market value of the equipment less the percentage of funds other than City Grant Funds used to acquire the equipment.

6. Relocation. City shall not be responsible for relocating any occupants from the Site in connection with the Program or Project. If required, Participant shall have the sole and exclusive responsibility for providing relocation assistance and paying all relocation costs required to comply with all applicable federal and state laws, rules, and regulations, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, as amended, and implementing regulations, and HUD Handbook 1378. Participant shall indemnify, defend, and hold City harmless from and against any claims, liabilities, damages, or losses made against it by tenants or occupants of the Site, including without limitation claims for relocation assistance, inverse condemnation, and claims otherwise arising from any act or omission of Participant pursuant to the provision of relocation assistance.

7. Allowable Costs and Audits. Participant shall comply with and administer the Project and Program in accordance with the requirements of The Office of Management and Budget (OMB) “Super Circular” 2 CFR Part 200, which includes the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards, as applicable.

8. Records and Reports. Participant shall provide to City and shall cause each of its contractors, subcontractors and subrecipients to provide to City all records and reports relating to the Project and Program that may be reasonably requested by City in order to enable it to perform its record keeping and reporting obligations, including but not limited to those described in the Agreement and 24 C.F.R. § 570.506.

9. Religious Organizations. If Participant is a religious organization as defined by CDBG or ESG regulations, Participant shall comply with all conditions prescribed by HUD for the use of City Grant Funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. § 570.200(j) for the CDBG program and 24 C.F.R. § 576.406 for the ESG program.

10. Conflict of Interest. Participant will comply with 24 C.F.R. 570.611 for the CDBG program and 24 C.F.R. § 576.404 for the ESG program regarding the avoidance of conflict of interest, which provisions include (but are not limited to) the following:

i. Participant 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.

ii. No employee, officer or agent of the Participant 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.

iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to City Grant-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 City Grant-assisted activity, or with respect to the proceeds from the City Grant-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 Participant, or any designated public agency.

11. Political Activity (24 C.F.R. § 570.207(a)(3)). Participant is prohibited from using CDBG Funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as sponsoring candidate forums, distributing brochures, voter transportation, or voter registration.

12. Anti-Lobbying Certification. By its execution of the Agreement, Participant hereby certifies that:

i. 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.

ii. 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.

iii. It will require that the language 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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. At the request of City, Participant shall execute a separate document that contains the certifications set forth above.

13. Drug-Free Workplace Requirements. Participant shall comply with and be subject to the requirements of the federal drug-free workplace requirements, which include the following actions be taken:

i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

ii. Establishing an ongoing drug-free awareness program to inform employees about: (a) the dangers of drug abuse in the work place; (b) the grantee's policy of maintaining a drug-free workplace; (c) any available drug counseling, rehabilitation, and employee assistance programs; and (d) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i).

iv. Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will: (a) abide by the terms of the statement; and (b) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

v. Notifying the agency in writing, within ten (10) calendar days after receiving notice under sub-paragraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

vi. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted: (a) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (b) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v), and (vi).

14. Procurement. Participant will comply with the procurement standards under 2 C.F.R. §§ 200.317-200.326. Participant shall comply with all existing and future City policies concerning the purchase of equipment.

15. FY23 Domestic Preferences for Procurements. If the project that is the subject of the Agreement receives more than \$250,000 of federal financial assistance, Participant shall, to the greatest extent practicable under this Agreement, provide a preference for any purchase, acquisition, or use of goods, products, or materials produced in the United States (including iron and steel). If applicable, this requirement shall be included in all subawards including all contracts and purchase orders for work or products paid for in whole or in part with City Grant funds. For the purposes of this requirement, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

16. Broadband Infrastructure. Any new construction or substantial rehabilitation, as substantial rehabilitation is defined by 24 CFR 5.100, of a building with more than 4 rental units, for which City Grant funds are first obligated by the City on or after April 19, 2017, must include installation of broadband infrastructure, as this term is also defined in 24 CFR 5.100, except where the City determines and, in accordance with § 570.506, documents the determination that:

- i. The location of the new construction or substantial rehabilitation makes installation of broadband infrastructure infeasible;
- ii. The cost of installing broadband infrastructure would result in a fundamental alteration in the nature of its program or activity or in an undue financial burden; or
- iii. The structure of the housing to be substantially rehabilitated makes installation of broadband infrastructure infeasible.

17. Compliance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Participant shall comply with the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), Public Law 104-193, codified at 8 U.S.C. § 1601 et seq., and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws, as applicable. Participant shall ensure that funds under this Agreement are not used to provide “Federal public benefits” to ineligible non-qualified aliens, as defined under 8 U.S.C. §§ 1611 and 1641, except to the extent that a statutory exception applies. Participant shall establish and maintain procedures to verify, insofar as the statute requires, the eligibility of individuals receiving assistance or benefits under the Agreement, except that pursuant to 8 U.S.C. § 1642(d), the verification requirement shall not apply if Participant is a nonprofit charitable organization. Participant shall include this requirement in all subcontracts, sub-awards, and other lower-tier agreements as necessary to ensure full compliance.

18. Compliance with Executive Order 14168. Participant shall not use any City Grant

funds in a manner that promotes “gender ideology,” as defined in Executive Order 14168.

19. Compliance with Executive Order 14182. Participant shall not use any City Grant funds in a manner that funds or promotes elective abortions.

20. Compliance with Executive Order 14218. Participant shall not use City Grant funds in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

21. Labor Provisions.

a. Section 3 of the Housing and Community Development Act of 1968. If the Agreement provides more than \$200,000 of City Grant funds for housing rehabilitation, housing construction, or other public construction, Participant shall comply with and cause its contractors and subcontractors to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u), the HUD regulations issued pursuant thereto at 24 C.F.R, Part 75, and any applicable rules and orders of HUD issued thereunder. 24 C.F.R, Part 75 specifies that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. The following benchmarks for the proportion of work hours by Section 3 workers and Targeted Section 3 workers, as defined at 24 C.F.R. Part 75.21:

- i. Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and
- ii. Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

It is the responsibility of contractors and subcontractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks shall demonstrate in writing why meeting the benchmarks were not feasible.

b. Labor Standards. Pursuant to 24 C.F.R. § 576.408, the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program. For the CDBG program, Participant shall comply with the provisions of 24 C.F.R. 570.603 and related requirements. Participant shall include in all applicable construction contracts the provisions of federal law imposing labor standards on federally assisted contracts. Participant shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 3141 through 3148), the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.* and implementing regulations), the Copeland Anti-Kick Back Act (40 U.S.C. 276c and 18 U.S.C. 874 *et seq.*), the implementing regulations of the U.S. Department of Labor including 29 C.F.R. Parts 1, 3, 5, 6 and 7, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of the Agreement. Participant shall maintain documentation that demonstrates compliance with

these provisions and such documentation shall be made available to City and HUD for review upon request. Participant shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

c. HUD Form 4010. Participant shall comply and cause Participant Personnel to comply with the provisions of HUD Form 4010 attached hereto, as applicable. HUD Form 4010 must be included in the bid packet and construction contract and subcontracts for the Project.

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain,

pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or

development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its reprocurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and

records which show the costs anticipated or the actual cost incurred in providing such benefits.

- D. Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

- A. Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system
- B. Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- C. Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

- D. Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
- E. Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- F. Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- G. Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv Required disclosures and access

- A. Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)-(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

- B. Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- C. Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship

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program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed. **ii Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- i.** By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii.** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- iii.** The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv.** Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These

clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in

accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

A. A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;

- B. A contracting agency for its reprocurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department

of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

- 1.** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- 2.** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provision.

EXHIBIT "C"
HUD CERTIFICATIONS
[ATTACHED]

HUD CERTIFICATIONS



CITY OF FULLERTON

303 W. COMMONWEALTH AVENUE · FULLERTON, CA 92832 · (714) 738-6544, FAX: (714) 738-3110

Lead-Based Paint Certification

In accordance with the applicable statutes and the regulations governing the CITY'S Consolidated Plan regulations, the SUBRECIPIENT certifies that:

Both the State of California and the federal government have adopted regulations designed to reduce or eliminate the risk of lead-based paint hazards. Some buildings built before 1978 may contain lead-based paint that may be harmful to anyone living or working within the home, especially pregnant women and children. Such hazards may occur as a result of exposure to contaminated lead paint dust and paint chips. It is important that you understand these requirements when applying for a grant from the City of Fullerton.

Name of Grantee: _____

Grant Program Name: _____

Lead-Based Paint -- Activities concerning Lead-based Paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R. Additionally, the facilities were built / were not built prior to 1978.

For facilities built prior to 1978, Grantee certifies: We have inspected our facilities and find that they are free of chipping or peeling paint. We find no evidence of the presence of lead-based paint hazards in our facilities.

I, _____ certify that the above claim is true and correct and there is no evidence of lead-based paint hazards in the facilities used to provide the public service funded by the City of Fullerton CDBG grant.

The Grantee shall insert in the area provided below the site(s) expected to be used for the performance of work under the grant covered by the Certification. Place of Performance (including street address, city, county, state, and zip code for each site) Attach another sheet if necessary:

Prepared By: Print Name _____

Date _____

Title _____

Signature _____



HUD CERTIFICATIONS

CITY OF FULLERTON

303 W. COMMONWEALTH AVENUE • FULLERTON, CA 92832 • (714) 738-6544, FAX: (714) 738-3110

Anti-Lobbying Certification

To the best of the SUBRECIPIENT's knowledge and belief:

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 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.
1. 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.
2. It will require that the language of paragraphs 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, Subawards, and contracts under grants, loans, and cooperative agreements) and that all Subawardees shall certify and disclose accordingly.

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.

I understand that 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.

Print Name)

Date

Title

Organization

Signature

HUD CERTIFICATIONS

APPENDIX TO CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the CITY'S Consolidated Plan regulations, the SUBRECIPIENT certifies that:

Drug-Free Workplace -- It will establish or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs;
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant is given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement;
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the Federal agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.



HUD CERTIFICATIONS

CITY OF FULLERTON

303 W. COMMONWEALTH AVENUE • FULLERTON, CA 92832 • (714) 738-6544, FAX: (714) 738-3110

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the SUBRECIPIENT is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the SUBRECIPIENT knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for SUBRECIPIENTs other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the SUBRECIPIENT does not identify the workplaces at the time of application, or upon award, if there is no application, the SUBRECIPIENT must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the SUBRECIPIENT's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the SUBRECIPIENT shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. SUBRECIPIENT's attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.

"Employee" means the employee of a SUBRECIPIENT directly engaged in the performance of work

HUD CERTIFICATIONS

under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the SUBRECIPIENT's payroll. This definition does not include workers not on the payroll of the SUBRECIPIENT (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the SUBRECIPIENT's payroll; or employees of Subawardees or subcontractors in covered workplaces).

- 7. The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.
- 8. The SUBRECIPIENT must insert in the space provided below the site(s) expected to be used for the performance of work done covered by the Certification.in connection with the specific grant:

Name of Grantee: _____

Grant Program Name: _____

Place of Performance (including street address, city, county, state, and zip code for each site):

I certify the organization complies with 24 CFR part 24, subpart F with regard to the drug-free workplace requirements.

Print Name)

Date

Title

Organization

Signature

EXHIBIT “D”

QUARTERLY PERFORMANCE/ACTIVITY REPORT

[ATTACHED]

**Sub-recipient Agreement
Quarterly/End of Year Report
20xx-20xx Fiscal Year**

Submitted for: 1st Quarter 2nd Quarter 3rd Quarter 4th Quarter End of Year Summary

I. PROJECT:

A. Discuss statistics for the present reporting period. Compare to previous quarter itinerary, noting any patterns, trends or significant changes in type of inquiries or resolution. (Use additional sheets if necessary.)

B. Discuss the outreach and educational activities conducted this quarter. (Use additional sheets if necessary.)

II. OUTREACH AND EDUCATIONAL PROGRAMS

List dates, sites, and number of attendees at each program.

Prepared By: Print Name

Date

Title

Signature

**City of Fullerton CDBG
Quarterly Performance/Activity Report**

Agency Program Reporting Period Covered

Enter information on the Funded Program Only
Unless noted ONLY enter information for unduplicated participants

Reporting households or individuals?

Racial Categories	QTR1		QTR2		QTR3		QTR4		Total	
	# of people in racial categories	Of the # to the left, # of Hispanics	Race	Hispanic	Race	Hispanic	Race	Hispanic	Race	Hispanic
White-11									0	0
Black/African American-12									0	0
Asian-13									0	0
American Indian/Alaskan Native-14									0	0
Nat.Hawaiian/Other Pacific Islander-15									0	0
American Indian/Alaskan Nat & White-16									0	0
Asian & White-17									0	0
Black/African American & White-18									0	0
Amer.Ind./Alaskan Nat. & Black African Am.-19									0	0
Multi-Racial*Not a Hispanic Category -20									0	0
Total	0	0	0	0	0	0	0	0	0	0

Recipient by Income

Number of Clients:	QTR1	QTR2	QTR3	QTR4	Total
51% - 80% Moderate Income					0
31% - 50% Low Income					0
0% - 30% Extremely Low Income					0
Total	0	0	0	0	0

Must be Equal

For All Subrecipients - HUD Outcome Indicators (unduplicated clients)

Of the persons assisted, enter the number that:

- Now have new access to this service or benefit
- Now have improved access to this service or benefit
- Now no longer only have access to substandard service

	QTR1	QTR2	QTR3	QTR4	Total
					0
					0
					0
Total	0	0	0	0	0

Add'l Information

	QTR1	QTR2	QTR3	QTR4	Total
Total number of clients that are female head of household:					0
Total number of clients over 62:					0
Total number of clients that are disabled:					0
Total number of unduplicated clients to be served, per your agreement:					
Percentage of Completion:					
Total number of client contacts:					0
Homeless Programs Only: Homeless persons given overnight shelter:					0

(This is the ONLY section where duplicated individuals can be entered)

I certify that the information provided on this form is accurate and complete. Documentation supporting this information is kept on file and upon request may be reviewed by City Staff.

Date

Print Name & Title

Authorized Signature

City of Fullerton
Community Development Block Grant Program
Claim for Reimbursement

Quarterly Performance Report MUST be enclosed with this Claim for Reimbursement.

Subrecipient: _____ Date: _____
 Project Title: _____ Date of submission
 Make Payable to: _____
 Submitted for: _____ Quarter 2025-2026
(1st, 2nd, 3rd, or 4th)

This claim is for the following expenses in accordance with the project scope of the work and proposed budget. Copies of all relevant invoices, checks, timesheets, or other expense verifications must be submitted with this claim.

Salaries:

Employee	Hours	Rate	Subtotal
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Salaries:			\$0.00

Reimbursements will not be authorized without accurate and complete documentation. Copies of Timecards must be included and signed by employee and supervisors.

Services and Supplies:

Expense Item	Cost/Amount	Subtotal
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
Total Services / Supplies:		\$0.00
Total Expenses for Quarter:		\$0.00
Reimbursement Amount Requested:		

Grant Amount	\$ _____
Previous Draws	\$ _____
Subtotal	\$ _____
Current Draw	\$ _____
Current Balance	\$ _____

The undersigned states that the above claim and items as therein set out are true and correct, that no part has been previously paid, and that the amount requested is justly due.

Prepared by: _____ Phone: _____
Name and Title
 Approved by: _____
Signature of Authorized Official

For City Use	
Approved: _____ <small>Authorized City Official</small>	Date: _____
Purchase Order #: _____	Amount: _____ Grant Balance: _____