

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 28, 2021

AGENDA ITEM:	
Subrecipient agreement with Public Works for Rectangular Rapid Flashing Beacon (RRFB) Community Development Block Grant (CDBG) Program Year 2021 funding allocation.	
PREPARED BY:	DIRECTOR APPROVAL:
Amy Hess, Senior Planner	<i>Haylie Miller</i>
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
1. Subrecipient Agreement with PW for Program Year 2021 RRFB CDBG allocation	
BUDGET CODE:	AMOUNT:
	\$106,619.14
SUMMARY:	

On February 22, 2021 Marysville City Council affirmed the Citizen Advisory Committees (CAC) CDBG Program Year (PY) 2021 funding allocations and the PY2021 Annual Action Plan (AAP). The funding recommendation included an award for a crosswalk improvement program which will install Rectangular Rapid Flashing Beacons (RRFB's) in low-moderate income neighborhoods. The project was awarded at total of \$106,619.14 in CDBG Funds.

RECOMMENDED ACTION:
Approve the subrecipient agreement with City of Marysville Public Works in the amount of \$106,619.14 for installation of Rectangular Rapid Flashing Beacons in low-moderate income census tract neighborhoods.
RECOMMENDED MOTION:
I move that we approve the subrecipient agreement with City of Marysville Public Works for installation of Rectangular Rapid Flashing Beacons in low-moderate income census tract neighborhoods.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT AGREEMENT

FOR

Crosswalk Improvement Program

THIS AGREEMENT (the “Agreement”), is made and entered this 1st day of July, 2021 by and between the City of Marysville (herein called the “City and/or Subrecipient), organized under the laws of the state of Washington, located and doing business at 1049 State Avenue, Marysville 98270.

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (“HCD-A”), Public Law 93-383; and

WHEREAS, the City wishes to engage the Subrecipient to assist the City in utilizing such funds;

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

This Agreement/grant award and the rights and obligations of both parties hereto shall be subject to and governed by the additional terms contained in Exhibits A - G, incorporation by this reference:

1. Scope of Service attached hereto or Exhibit “A”,
2. General Terms and Conditions attached hereto as Exhibit “B”
3. Records to Maintain attached hereto as Exhibit “C”,
4. Quarterly Program Report attached hereto as Exhibit “D”,
5. Reimbursement Certification Request attached hereto as Exhibit “E”,
6. Certification Regarding Debarment and Suspension attached hereto as Exhibit “F;” and
7. Certification Regarding Lobbying attached hereto as Exhibit “G.”

This Agreement, and the additional terms incorporated, constitute the entire Agreement between the parties.

Either party may request a modification to the terms and conditions of this Agreement (for instance, the scope of services, project duration, performance or reporting standards, or other

Subrecipient Agreement –

City of Marysville PW – Crosswalk Improvement PY2021

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terms or conditions). Proposed modifications, which are mutually agreed upon, shall be incorporated by written amendment to this contract signed by both parties. The City and Subrecipient agree that this Agreement shall be modified if necessary to achieve compliance with federal, state, or local laws or regulations, requirements of the United States Department of Housing and Urban Development, or available funding amounts.

All services to be rendered or performed under this Agreement will be performed or rendered entirely at the Subrecipient's own risk. The Subrecipient expressly agrees to defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Subrecipient in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of the bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Subrecipient and the City, its officials, officers, employees, agents, and volunteers, the Subrecipient's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Subrecipient's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Subrecipient's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by both parties. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

IN WITNESS THEREOF the parties have executed this Agreement as of the day and year indicated below.

Mayor, City of Marysville

Date

Attest:

City Clerk

Date

Approved as to form:

City Attorney

Date

**EXHIBIT “A”
SCOPE OF SERVICES
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**EXHIBIT “A”
SCOPE OF SERVICES**

I. Scope of Service

The Subrecipient will be responsible for administering the Crosswalk Improvement project 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 Community Development Block Grant Program.

A. Activities/Project Description

1. Location:

2. Activities:

3. Target Population:

4. Administration:

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the following CDBG National Objectives as defined in 24 CFR Part 570.208

C. Levels of Accomplishment – Goals and Performance Measures

In addition to the normal administrative services required by part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Persons Assisted	Total unduplicated Marysville Residents or Households to be served	
Marysville Persons to be Assisted by All Funds		
Marysville Persons to be assisted by Marysville CDBG Funds only		
Marysville Families/households to be assisted by Marysville CDBG Funds only		
Output Unit	Marysville Units Provided by all funds	Marysville Units Provided by Marysville CDBG Funds only

1. Definition of Units of Service –
2. Outcome Goals –
3. Outcome Measures –

D. Staffing

The Subrecipient shall assign the following staff as Key Personnel to the CDBG program:

Staff Member	Title

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

E. Performance Reports

The Subrecipient agrees to track outcome performance measures as required by the U.S. Department of Housing and Urban Development and the City. The Subrecipient will report the outcomes to the City on at least a quarterly basis. Information and forms are provided to the Subrecipient by the City as Quarterly Report or Exhibit “D” and Reimbursement Request or Exhibit “E” for reporting this information.

F. Performance Monitoring(Taken from the Consolidated Plan)

Exhibit A – Scope of Services
 City of Marysville - CFDA 14.218 CDBG Entitlement
 Marysville PW – Crosswalk Improvement PY2021

The City will monitor the performance of the Subrecipient against goals and performance standards throughout the year. Projects funded by the City are expected to maintain high standards. Performance reports will be reviewed by the Citizens Advisory Committee (CAC). Standards and procedures are further outlined below:

1. The City will monitor projects closely to ensure that Subrecipient staff members have a good understanding of contractual requirements, project and fiscal administration, performance standards, recordkeeping, and reporting. Issues that need clarification will be addressed.
2. All projects will be monitored. Projects that need guidance in achieving performance measures or adhering to contractual requirements will receive technical assistance. Subrecipient staff will be required to attend a meeting with City staff, and/or will receive an on-site monitoring visit.
3. Monitoring concerns/findings will be reviewed with Subrecipient staff and documented in writing.
4. When applicable, corrective action will be required on a timely basis. Additional time for corrective action may be allowed on a case-by-case basis.
5. Subrecipients will be required to provide supporting documentation verifying that deficiencies have been corrected.
6. Failure to take corrective action could lead to the withholding or loss of funding to a subrecipient.

II. Time of Performance

Services of the Subrecipient shall start on the 1st day of July, 2021 and end on the 30th day of June of 2022. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The City may, at its discretion, extend the term of this Agreement to allow for the expenditure of unexpended funds.

III. Budget

Line Item	Amount
Salaries/Wages	
Benefits	
Consultants/Contracts	
Supplies	
Printing	
Communications	
Travel	
Utilities	
Rent	
Insurance	

Repairs/Maintenance		
Other (Specify)		
Indirect (Specify)		
	Total	

Any indirect costs charged must be consistent with the conditions of Paragraph II (C)(2) in Exhibit B of this Agreement. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

IV. Payment

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$106,619.14. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 24 CFR Part 84.21.

V. Budget Adjustments

The City reserves the right to withdraw such funds as the City may deem appropriate at any time while this Agreement is in effect from the Budget of the Subrecipient if the Subrecipient is not in the opinion of the City spending at a reasonable rate, is not providing services at a level consistent with the approved contract, is not providing proper reports, or is not maintaining adequate records.

The City shall notify the Subrecipient in writing of a proposed withdrawal, at least ten (10) working days before the actual

VI. Budget Surplus

The Subrecipient agrees that funds determined by the City to be surplused at the end of the year within the budget of this Agreement will be subject to cancellation by the City.

VII. Local Financial Support

This Agreement shall not be utilized to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of such assistance.

VIII. Notices

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

City of Marysville		Subrecipient :	City of Marysville PW
Name:	Chris Holland	Name:	
	City of Marysville		
Address:	80 Columbia Avenue	Address:	
City, State, Zip:	Marysville, WA 98270	City, State, Zip:	
Voice:	360-363-8207	Voice:	
Fax:	360-651-5099	Fax:	
e-mail:	cholland@marysvillewa.gov	e-mail	

**EXHIBIT “B”
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**EXHIBIT “B”
GENERAL TERMS AND CONDITIONS**

I. General Conditions

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

D. Insurance & Bonding

The Subrecipient shall maintain during the life of this Agreement public liability and property damage insurance covering the Subrecipient’s services hereunder in the sum of not less than one million dollars (\$1,000,000) combined single limits bodily injury/property damage. Insurance shall cover work done by the Subrecipient or subcontractors and shall protect, as an additional insured, the City, its officials, officers, employees and agents, from suits or claims for damages arising from operations under this Agreement or actions of the Subrecipient, subcontractors, and employees either direct or indirect. The Subrecipient shall provide the City with a Certificate of Insurance in a form acceptable to the City Attorney and, by endorsement, naming the City, its officials, officers, employees and agents as additional insured prior to performing any services pursuant to this Agreement.

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

E. Licensing and Program Standards

1. The Subrecipient agrees to comply with all applicable federal, state, or local standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of service.
2. Data Universal Number System
Pursuant to 2 C.F.R. §25.100(a), the City is required to establish a Dun and Bradstreet (D & B) Data Universal Numbering System (DUNS) as a universal identifier in order to receive federal financial assistance. In addition, programs or subrecipients receiving sub awards from the City shall establish a DUNS. 2 C.F.R. § 25.200(c)(1). The Agency shall provide its DUNS to the City.

F. City Recognition

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

G. Amendments

The City or Subrecipient may amend these General Terms and Conditions at any time provided that such amendments make specific reference to these General Terms and Conditions, and are executed in writing, signed by a duly authorized representative of each party, and approved by the City's governing body. Such amendments shall not invalidate the Agreement, nor relieve or release the City or Subrecipient from their obligations under the Agreement.

The City may, in its discretion, amend these General Terms and Conditions and the Agreement to conform with Federal, state or local laws, regulations and policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

H. Suspension or Termination

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

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

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under the Agreement;
3. Ineffective or improper use of funds provided under the Agreement; or
4. Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect.

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

I. Termination for Withdrawal, Reduction or Limitation of Funding

In the event that funding from the Federal Government is withdrawn, reduced or limited in any way after the effective date of the Agreement, and prior to its normal completion, the City may summarily terminate the Agreement as to the funds reduced or limited, notwithstanding any other termination provision of the Agreement or these General Terms and Conditions. If the level of funding so reduced or limited is so great that the City deems that the continuation of the program covered by the Agreement is no longer in the best interest of the public, the City may summarily terminate the Agreement in whole notwithstanding any other termination provisions of the Agreement. Termination under this subsection shall be effective upon receipt of written notice by the Subrecipient or its representative.

The City agrees to promptly notify the Subrecipient of any proposed reduction in funding by Federal or other officials. The Subrecipient agrees that upon receipt of such notice it shall take appropriate and reasonable action to reduce its spending in the affected funding area so that expenditures do not exceed the funding level which would result if said proposed reduction became effective.

J. Hold Harmless

The Subrecipient shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Subrecipient in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Subrecipient and the City, its officials, officers, employees, agents, and volunteers, the Subrecipient's liability, including the duty and cost to defend, hereunder shall be only to the

extent of the Subrecipient’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Subrecipient’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

II. Administrative Requirements

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 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.

2. Costs Principles

The Subrecipient shall administer its program in conformance with 2 CFR part 200 subpart E, “Cost Principles for Non-Profit Organizations,” or, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

[Note: For the above sections, if the subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, “and OMB Circular A-87 would apply.]

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under the Agreement. Refer to Exhibit “C” for a more detailed listing of records to maintain.

2. Retention

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

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands 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 the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-Outs

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed, notwithstanding any expiration or termination of the Agreement. Activities during this close-out period shall include, but are not limited to: making final payment, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

In the event that the Agreement is terminated in whole or part for any reason, the following provisions shall apply:

- a. Upon written request by the Subrecipient, the City shall make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- b. The Subrecipient shall submit within thirty (30) days after the date of expiration of the Agreement all financial, performance and other reports required by the Agreement, and in addition, will cooperate in a program audit by the City or its designee.
- c. In the event a financial audit has not been performed prior to close-out of the Agreement, the City retains the right to withhold a just and reasonable sum from the final payment to the Subrecipient after fully considering the recommendation on disallowed costs resulting from the final audit.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by the Agreement shall be made available to the City, its designees or the Federal Government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in the audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit

requirements will constitute a violation of the Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and, as applicable, 2 CFR 200 Subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income as defined at 2 CFR part 200.80 generated by activities carried out with CDBG funds made available under the Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 2 CFR part 200.80. By way of further limitations, the Subrecipient may use such income during the term of this Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the term of this Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

2. Indirect Costs

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

3. Payment Procedures

The City will pay to the Subrecipient funds available under the Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under the Agreement for costs incurred by the City on behalf of the Subrecipient.

Payments by the City shall be limited to allowable costs and so shall be made upon the occurrence of the following, in addition to any other conditions contained herein or in the special conditions:

- a. Receipt by the City of a written reimbursement request supported by copies of vouchers, invoices, salary and wage summaries, and other acceptable documentation; and

- b. Determination by the City that the expenditures or obligations for which reimbursement is sought constitute allowable costs under Federal law and come within the Project Budget.
- c. No payment shall be made for any service rendered by the Subrecipient except for the services within the scope of a category set forth in the budget in Exhibit “A” to the Agreement, and all funds received must be used for service as identified in Exhibit “A” to the Agreement.
- d. The Subrecipient shall submit to the City a written request for approval of a budget revision when a proposed revision would result in an increase or decrease of twenty percent (20%) or more in an approved budget subject category. Written budget revision approval must be received by the Subrecipient prior to the Subrecipient incurring any expenditure against the revised budget subject categories.
- e. When the revision of the Subrecipient budget does not exceed twenty percent (20%) of an approved budget subject category, the Subrecipient must submit a revised budget to the City prior to the submittal of claims against the budget.

4. Billing Procedures

- a. The Subrecipient shall submit no fewer than quarterly written claims for reimbursement of services performed under the Agreement in the manner prescribed in subsection 3 above and as prescribed by the City.
- b. Claims for reimbursement by the Subrecipient shall be submitted to the City by the 1st day of each month or quarter following the month or quarter during which the services were provided. **All claims will be submitted to:**

Chris Holland
 Planning Manager
 80 Columbia Avenue
 Marysville, WA 98270
 360-363-8207
cholland@marysvillewa.gov

- c. The City will not process claims for reimbursement until all supporting documentation is provided in the correct and proper format. The City reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under the Agreement.

5. Progress Reports

The Subrecipient shall submit quarterly Progress Reports to the City in the form, content, and frequency as required by the City.

D. Procurement

1. Compliance

Any personal property having a useful life of more than one year and purchased wholly or in part with funds from this Agreement at a cost of three hundred dollars (\$300) or more per item shall upon its purchase or receipt become the property of the City. The Subrecipient shall be responsible for all such property, including its care and maintenance, and shall comply with the following procedures:

- a. Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and costs; source of the property; percentage of block grant funds used in the purchase of property; location, use and condition of the property.
- b. A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization and continued need for the property.
- c. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of the property shall be investigated and fully documented.
- d. Adequate maintenance procedures shall be implemented to keep the property in good condition.
- e. If the Subrecipient elects to capitalize and depreciate such non-expendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Subrecipient. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.
- f. Non-expendable personal property purchased by the Subrecipient under the terms of the Agreement, in which title is vested in the City or Federal Government, shall not be rented, loaned, or otherwise passed to any person, partnership, corporation, association or organization without the prior expressed approval of the City.
- g. Non-expendable personal property furnished to, or purchased by, the Subrecipient, title to which is vested in the City or Federal Government, shall, unless otherwise provided herein or approved by the City, be used only for the performance of activities defined in this Agreement.
- h. The Subrecipient shall be responsible for any loss or damage to the property of the City or Federal Government (including expenses entered thereunto) which results from negligence, willful misconduct, or lack of good faith on the part of the Subrecipient to maintain and administer in accordance with sound

management practices of that property, to ensure that the property will be returned to the City or Federal Government in like condition to that in which condition the property was acquired by purchase, fair wear and tear accepted.

2. OMB Standards

Unless specified otherwise within the Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR part 200.317-200.326.

3. Travel

The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under the Agreement.

E. Use and Reversion of Assets

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

1. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under the Agreement at the time of expiration, cancellation, or termination of the Agreement.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement or such longer period of time as the City deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under the Agreement after the period of time it is required to be used to meet one of the CDBG National Objectives under this section.
3. 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 the Subrecipient for activities under the Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

III. Relocation, Real Property Acquisition and One-for-One Housing Replacement

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

IV. Personnel & Participant Conditions

A. Nondiscrimination

1. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
2. The Subrecipient 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 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975; Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086, and 12107.
3. The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.
4. The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses

regarding their status as minority and female business enterprises in lieu of an independent investigation.

5. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. The Subrecipient will include the provisions of Subsection IV.A in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

B. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under the Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of the Agreement, shall be a condition of the Federal financial assistance provided under the Agreement and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under the Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service

area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

C. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in the Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of the Agreement without the written consent of the City prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in

written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Access to Records

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

d. Content

The Subrecipient shall cause all of the provisions of the Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of the Agreement.

e. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of the Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

f. Debarment

The Subrecipient shall not contract with any business who has been debarred, suspended, or deemed ineligible to work with Federal funds as set forth in 24 CFR 570.609.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

5. Covenant Against Contingent Fees

The Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Subrecipient for the purpose of securing business. The City shall have the right, in the event of breach of this clause by the Subrecipient, to annul the Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such commissioner, percentage, brokerage or contingent fees.

6. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub

grants, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

V. Environmental Conditions

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of the Agreement:

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
2. 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;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under the Agreement shall be subject to HUD Lead-Based Paint

Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

VI. Notice to Proceed

No work on the program shall occur prior to the notice to proceed without written approval from the City. The City shall furnish the Subrecipient with written notice to proceed upon release of funds from HUD related to the project pursuant to 24 CFR Part 58.

VII. Severability

It is understood and agreed by the parties hereto that if any part, term, or provision of the Agreement or these General Terms and Conditions is held by the courts to be illegal, the validity of the remaining provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If it should appear that any provision hereof is in conflict with any statutory provision of the United States or the State of Washington, said provision which may conflict, therewith, and shall be deemed modified to conform to such statutory provision.

VIII. Relationship of the Parties

The parties intend that an independent Subrecipient/City relationship will be created by the Agreement. The City is interested only in the results to be achieved; the implementation of services will tie solely with the Subrecipient. No agent, employee, or representative of the Subrecipient shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of the Subrecipient are not entitled to any of the benefits the City provides City employees. The Subrecipient will be solely and entirely responsible

for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of the Agreement.

IX. Compliance with City Ordinance

The Subrecipient must comply with all City ordinances. No variance may be applied for property purchased or rehabilitated with funds provided through the Agreement. Those agencies using these funds to place people in housing will not refer to or use units which are substandard or illegally created.

X. Venue Stipulation

The Agreement has been and shall be construed as having been entered into and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that the Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

Any action at law, suit in equity, or judicial proceeding for the enforcement of the Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction at Snohomish County, Washington.

XI. Section Headings and Subheadings

The section headings and subheadings contained in these General Terms and Conditions are included for convenience only and shall not limit or otherwise affect the provisions of this Agreement.

XII. Waiver

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

XIII. Entire Agreement

The Agreement and all terms incorporated in the Exhibits constitute the entire agreement between the City and the Subrecipient for the use of funds received under the Agreement and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to the subject matter of the Agreement.

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

**EXHIBIT “C”
RECORDS TO MAINTAIN**

I. Program Records and Inspections	1
A. Contracts and Amendments	1
B. Records of City Approvals	1
C. Subcontracts and Agreements	1
D. Records Identifying the Assisted Activity	1
II. Program Benefit Records	1
III. Financial Records	2
IV. Records of Program Operations, Management and Evaluations	2
V. Property Records	3
VI. Procurement Records	3
VII. Nondiscrimination and Equal-Opportunity Records	3
VIII. Conflict of Interest	4
IX. Verification of Contractors Eligibility	4
X. Additional Requirements for Acquisition or Improvement of Real Property Projects	4
XI. Retention of Records	5

**EXHIBIT “C”
RECORDS TO MAINTAIN**

I. Program Records and Inspections

Throughout the term of the Agreement, the Subrecipient shall establish and maintain current the records described below. Be advised that the listing below is intended only to assist the Subrecipient in identifying the required records and their respective authorities, and is not all inclusive.

- A. Contract and Amendments - A complete copy of the Agreement and all amendments thereto and notices there under.
- B. Records of City Approvals - Copies of all requests for amendments or revisions to the Agreement and the City’s subsequent approval or denial of such requests as are required under the Agreement.
- C. Subcontracts and Agreements - Complete copies of all contracts, subcontracts, and agreements with third parties into which the Agency enters in the performance under the Agreement; and all correspondence, reports, and other documentation pertaining to such contracts, subcontracts, and agreements.
- D. Records identifying the assisted activity - A complete description of each activity assisted, in whole or in part, with CDBG funds under the Agreement, including:
 - 1. Location(s), organization, operating hours, qualifications for service or participation, etc.;
 - 2. Fees or charges for services, fee waivers, or fee scales for CDBG-assisted participants.

II. Program Benefit Records

As applicable, the following categories of records shall be maintained, for the discrete activities which are assisted in whole or in part with funding under the Agreement (or for all the Subrecipient’s activities if funding under the Agreement is not specifically allocated to particular activities) for the purpose of documenting that a majority of the beneficiaries are persons of low- or moderate-income.

- A. Records specifying by dollar amount, family size, and household income limits used to determine income level;
- B. For service activities serving individual clients without regard to their residence location within the City/County, records documenting: (a) manner in which each client's income is determined in all cases; (b) determination that each individual client's income is or is

not within low- or moderate-income limits; (c) date determination was made; and (d) tabulation of the individual determinations.

- C. For a service or facility which exclusively serves a class of beneficiaries, the members of which are presumed to be low- or moderate-income eligible absent general evidence to the contrary (abused children, battered spouses, senior citizens, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate persons, persons living with AIDS and migrant farm workers), records documenting: (1) that the facility exclusively serves the eligible class; and (2) there is no generally available data indicating a specific population served is not predominantly low- or moderate-income.
- D. For a service or facility which offers benefits uniformly without regard to income to all persons residing within a delineated area, records establishing: (1) boundaries of the service area; (2) the income characteristics of families and unrelated individuals in the service area; and (3) if the percent of low- and moderate-income persons in the service area is less than fifty-one (51) percent, data showing that the area qualifies under the exception criteria set forth at 24 CFR § 570.208(a)(1)(ii)

III. Financial Records

Subrecipient shall maintain all accounting records that accurately record the source and application of all funds; and recording funds received under the Agreement, all other receipts, assets, authorizations and appropriations, obligations, disbursements and unobligated balances (2 CFR part 200 subpart F). The records must:

- A. Permit comparison of actual outlays with budgeted amounts;
- B. Permit reporting of financial data on the accrual basis;
- C. Be supported by source documentation;
- D. Be independently audited usually annually, but not less frequently than every two years.

IV. Records of Program Operations, Management and Evaluation

Subrecipient shall maintain all records of:

- A. Operating policies and procedures;
- B. Employee qualifications, training, and evaluation;
- C. Principal operations data: work units completed; clients served, classified by client and service characteristics; staff hours utilized; etc.
- D. Self-evaluation of services, programs and employment practices for compliance with 504 and ADA requirements.

V. Property Records

Subrecipient shall maintain all records identifying any real and personal property acquired or improved in whole or in part with funds under the Agreement as follows:

- A. Itemized inventory of real property recording legal and common descriptions and address, date of acquisition and/or improvements, cost of acquisition and/or improvements, and CDBG-funded share of cost;
- B. Itemized inventory of all non-expendable personal property recording full identification, current location, date and cost of acquisition, and CDBG-funded share of cost;
- C. Complete records of any authorized disposition of real or non-expendable personal property including how and to whom disposed, date, amount of disposition proceeds, market value at time of disposition and how determined, intended use, and any conditions governing use following disposition;
- D. At the termination of the Agreement, a record of the total purchase cost of all remaining unused expendable personal property.

VI. Procurement Records

Subrecipient shall maintain all records of:

- A. Subrecipient's adopted code of conduct governing officers' and employees' actions in contracting and purchasing;
- B. Subrecipient's standard operating procedures for authorizing and executing purchases and contract procurements of various sizes and types.
- C. Subrecipient's individual purchases or contracts over \$10,000 as required by 2 CFR part 200.317 – 200.326.
- D. Subrecipient's procurement procedures utilized and the bases for supplier selection/contract award, for individual purchases or contracts over \$10,000.

VII. Nondiscrimination and Equal-Opportunity Records

Subrecipient shall maintain:

- A. A recordation and tabulation of the racial classification of all individual persons or households receiving program benefits, and of whether these benefited persons are single head of household.

- B. A tabulation of all Subrecipient employees classified by race, position, and salary in the format of the U.S. Equal Employment Opportunity Commission Form EEO-4.
- C. Data identical to that required under A. and B. above for any subcontractor or agent employed in the performance under the Agreement.
- D. Documentation of all substantive actions taken to assure that no prohibited discrimination occurs in the conduct of any of the Subrecipient's operations.
- E. Documentation of all actions taken to make minority residents aware of the Subrecipient's services and provide them with equal access to benefits.
- F. Record of the racial classification and gender of the majority owners of each private for-profit business with which the Subrecipient contracts with any funds provided under this Agreement.

VIII. Conflict of Interest

- A. Records documenting that all Subrecipient board members, officers, employees and consultants have been informed of the conflict of interest provisions of 2 CFR part 200.112 and have acknowledged understanding those provisions.
- B. Complete records of all requests for exceptions submitted under 24 CFR § 570.611(d).

IX. Verification of Subcontractor's Eligibility

The Subrecipient shall maintain records documenting that the Subrecipient, all subcontractors, and consultants have been determined not to be currently debarred, suspended, denied participation or declared ineligible to participate in federal government funded programs. Verification of eligibility shall be accomplished by signing the Certification Regarding Debarment and Suspension, which is attached and incorporated as Exhibit "F".

X. Additional Requirements for Acquisition or Improvement of Real Property Projects

- A. For construction contracts exceeding the Simplified Acquisition Threshold, records documenting compliance with the bonding requirements of 2 CFR 200.325.
- B. Flood Insurance, Flood Disaster Protection Act of 1973; and Federal Insurance Administration Notice in Federal Register Vol. 24, No. 133, July 13, 1989.
 - 1. Record of determination whether the assisted project is located within a designated flood plain or flood hazard area.

2. If the project is within such area: (1) Evidence of current participation in the National Flood Insurance Program; and (2) Evidence of flood insurance coverage in force on all significant project structures.
- C. Lead-Based Paint – Records required to document compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801, et seq.), as amended and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851, et seq.), and the implementing regulations 24 CFR § 35.
 - D. Labor Standards – Records required to document compliance with all requirements of Davis-Bacon and Related Acts (40 U.S.C. §§ 3141 and 3142); Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701, et seq.); Copeland Act (18 U.S.C. § 874); US Secretary of Labor Regulations (29 CFR §§ 3, 5, 6, and 7).
 - E. Real Property Acquisition and Relocation – Records required to document compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601, et seq., as amended; and the implementing regulations 49 CFR § 24. The Subrecipient shall consult the City for complete instruction prior to undertaking any action which may result in displacement of persons as defined at 49 CFR § 24.2(g).
 - F. Miscellaneous Records – The Subrecipient shall maintain such other records as may be required by HUD or the City.

XI. Retention of Records

Except where otherwise specifically provided, all records as of the end of the term of the Agreement shall be kept in an accessible file for four (4) years thereafter (2 CFR part 200.333). Exceptions to the four (4) year retention period are as follows: (1) Records that are the subject of litigation, claim, or audit findings shall be retained for ten (10) years after the date all issues have been resolved and final action taken; and (2) Records for real property and equipment shall be retained for three (3) years after its final disposition, with the retention period starting from the date of the disposition, replacement, or transfer at the direction of the City (24 CFR § 570.84(b)).

**EXHIBIT D
QUARTERLY PROGRAM REPORT**

To: City of Marysville		From: (Subrecipient)	
Name:	Amy Hess	Name:	
Department:	Community Development	Agency:	
Address:	80 Columbia Avenue	Address:	
City, State, Zip:	Marysville, WA 98270	City, State, Zip:	
Voice:	360.363.8215	Voice:	
Fax:	360.651.5099	Fax:	
e-mail:	ahess@marysvillewa.gov	e-mail:	

Reporting Period	Program

Sec 1: Program Milestones

Program Milestones Accomplished	Comments

Sec 2: Note: Unduplicated client counts must be reported both quarterly and year-to-date

Service Unit/Performance Measure	1 st	2 nd	3 rd	4 th	Year to Date Total
Marysville Persons Served					
Marysville families/households Served (subset of above)					

Sec. 3: Provide a narrative explanation if performance measures were not met for the contract year.

Sec. 3: Race/Ethnicity

NOTE: Column A should equal the totals in the race groups (columns H-R). The totals for the three income groups (columns B–E) should equal the total in column A. If you serve a “Presumed Benefit” clientele, write “PB” in columns C–E instead of numbers. Columns F and G should equal total in column A. Columns S and T stand alone.

MONTH	Total # Persons Assisted	Non-Low/Mod Clients	Moderate-Income Clients (A=B+C+D+E)	Low-Income Clients (A=B+C+D+E)	Extremely Low Income Clients (A=B+C+D+E)	Hispanic	Non-Hispanic	White	Black/African American	Asian	American Indian/Alaskan Native	Native Hawaiian/Other Pacific Islander	American Indian/Alaskan Native and White	Asian and White	Black/African American and White	American Indian/Alaskan Native and Black	American Indian/Alaskan Native and Black/African American	Other Multi-racial	Persons with Disabilities	Female Head of Household
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
SEP																				
OCT																				
NOV																				
DEC																				
JAN																				
FEB																				
MAR																				
APR																				
MAY																				
JUN																				
JUL																				
AUG																				
YTD																				

Sec 4 Homeless

Note: Complete only for individuals & families who have been assisted with transitional and permanent housing.

Unduplicated Units	1 st	2 nd	3 rd	4 th	Year to Date
Individuals					
Families					
Total Homeless					

Sec 5: Accomplishment

Complete for Public Services Projects:

Of the Total Persons, Number of:	1 st	2 nd	3 rd	4 th	Year to Date
With New or Continuing Access to Service or Benefit					
With Improved Access to a Service or Benefit					
Receive a Service or Benefit that is No Longer Substandard					

Complete for Capital Facilities & Infrastructure Projects:

Of the Total Persons, Number of:	1 st	2 nd	3 rd	4 th	Year to Date
With New Access to this type of Public Facility or Infrastructure Improvement					
With Improved Access to this Type of Public Facility or Infrastructure Improvement					
With access to Public Facility or Infrastructure that is No Longer Substandard					

Complete for Homeowner Rehab Projects:

Of the Total Owner Units, Number of:	1 st	2 nd	3 rd	4 th	Year to Date
Units Occupied by Elderly					
Units moved from Substandard to Standard					
Units Qualified as Energy Star					
Units built prior to 1978					
Exempt from Lead Paint Requirements: No paint disturbed					
Exempt from Lead Paint Requirements: Housing constructed 1978 or later					

Person completing the form: _____
(Printed Name & Title)

Signed: _____ DATE: _____

For Department Use Only: Enter notes if Agency underperformed.

--

For Department Use Only			
Contractual Obligations Met			
By:		Date:	

Exhibit E

Request For CDBG Reimbursement

City of Marysville Community Development Department - 80 Columbia Ave - Marysville, WA 98201

Total Reimbursement Requested: **\$0.00**

(Must match the "Reimbursement Requested - This Date" Total)

Subrecipient Contact

Agency Name:
(Street Address)
(City, State, Zip Code)

Project No: _____
Project Title: Crosswalk Improve
Preparers Name: _____
Reporting Period: _____

AUTHORIZED SIGNATURE: _____

(must be original signature)

BARS	Expenditure Category	Reimbursement Requested		CDBG Bud
		This Date	Cummulative	Approved Total
10	Salaries/Wages			
20	Benefits			
30	Office & Operating Supplies			
41	Professional Services			
42	Postage			
42	Telephone			
42	Internet Access			
43	Mileage			
44	Advertising			
45	Operating Rentals/Leases			
46	Insurance			
47	Utilities			
48	Repairs/Maint			
49	Printing/Copying			
49	Dues/Subscriptions			
49	Registration/Tuition			
49	Direct Client Assistance			
49	Other (Please Specify)			
64	Machinery/Equipment			
	Total Direct Costs	0.00	0.00	0.00
	Admin/Indirect Costs			
	Total Project Costs	0.00	0.00	0.00

** Subrecipient must expend funds awarded under this Agreement in accordance with the approved budget set out in subsequently amended. Amendments to the approved budget must be made in accordance with the Agreement and Marysville procedures.

Compliance Review	
<input type="checkbox"/> Authorized Signature <input type="checkbox"/> Allowable/Eligible Costs Grantee Manager _____	<input type="checkbox"/> Within Budget <input type="checkbox"/> Meets Contract Terms Date _____

Reimbursement Certification

City of Marysville CFDA 14.218 CDBG Entitlement

(Agency/Project)

Subrecipient Certification & Listing Of Actual Expenditures

Subrecipient:
Project Name:

Project Number:
Reporting Period:

Certification: The undersigned hereby certifies, under penalty of perjury, that -

- (1) The following expenditures and accompanying documentation accurately reflect expenditures made by the contractor during the contract period for materials, services, or labor used to support the project;
- (2) The following expenditures conform to the approved contract budget and federal guidelines contained in the approved contract and OMB Circulars, as required by 24CFR570.502(b).
- (3) The contractor's financial management system complies with the standards established in 24CFR84.21.

Authorized Signature: _____
(must be original signature)

Date: _____

Vendor	BARS	Invoice Reference Number	Description	Total Amount	Charge
					Non-Grant
Total:				0.00	0.00

(Use Additional Pages as Necessary)

City of Marysville
Exhibit F
Certification Regarding Debarment and Suspension

Subrecipient Contact:		Project No:	
Agency Name:		Project Title:	
Street Address:			
City, State, Zip Code:			

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
 - b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government/City of Marysville, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or

agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government/City of Kent, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier

participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government/City of Kent, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government/City of Kent, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Primary Subrecipient/Sub-Contractor (Print Below)	Date
Authorized Signature (Sign Below)	Title

City of Marysville
Exhibit G
Certification Regarding Lobbying

Subrecipient Contact:	City of Marysville Parks	Project No:	
Agency Name:	City of Marysville	Project Title:	Crosswalk Improvement
Street Address:	80 Columbia Ave		
City, State, Zip Code:	Marysville WA 98270		

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name (Print Below)	Title
Authorized Signature (Sign Below)	Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department/Agency:</p>		<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>
<p>8. Federal Action Number, if known:</p>		<p>9. Award Amount, if known: \$</p>
<p>10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i></p> <p align="center">(attach Continuation Sheet(s))</p>		<p>b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i></p> <p align="center">SF-LLL-A, if necessary)</p>
<p>11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p> <hr/> <p>12. Form of Payment (check all that apply): <input type="checkbox"/> a. Cash <input type="checkbox"/> b. In-kind; specify: nature: _____ value: _____</p>		<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for payment indicated in item 11:</p> <p align="center">(attach Continuation Sheet(s) SF-LLL-A if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>		<p align="right">Authorized for Local production Standard Form - LLL</p>

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. Of the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the report entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
 1. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
 2. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
 3. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
 4. Provide a specific and detailed description of the service that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
 5. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
 6. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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