

**SUBRECIPIENT AGREEMENT BETWEEN CITY OF MERIDIAN
AND NEIGHBORHOOD HOUSING SERVICES, INC., DBA NEIGHBORWORKS BOISE
FOR PROGRAM YEAR 2021 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

This Subrecipient Agreement (“Agreement”) is entered into this 7 day of December 2021 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho (“City”) and Neighborhood Housing Services, Inc., DBA NeighborWorks Boise, a nonprofit charitable corporation organized under the laws of the state of Idaho (“Subrecipient”).

WHEREAS, City is an entitlement community, and as such has applied for, and been granted authority to receive funds from the United States Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, *i.e.*, Community Development Block Grant (“CDBG”) funds; and

WHEREAS, pursuant to the terms of this Agreement, the City hereby provides a subaward of the following grant(s) to Subrecipient: grant no. B-21-MC-16-0006, awarded by HUD on November 3, 2021;

WHEREAS, the City wishes to engage Subrecipient by way of this Agreement to assist the City in utilizing such funds and the CDBG program in a manner compliant with the requirements of 24 CFR Part 570 and 2 CFR Part 200, and all other federal, state, and local laws, statutes, regulations and/or requirements; and

WHEREAS, it is acknowledged by the Parties that although Congress has signed an appropriation bill committing the funds set forth in this Agreement, and HUD has notified City of its apportionment and approved the City’s Action Plan, availability of CDBG funds to City, and thus to Subrecipient, is subject to Congressional release of such funds to HUD and HUD’s release of such funds to City; and that City’s obligation to provide funding to Subrecipient under this Agreement is provisional, pending the availability of such funds;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Parties agree as follows:

I. STATEMENT OF WORK

- A. Activities.** Subrecipient shall use City’s subaward of CDBG funds in an amount not to exceed One Hundred Seventy-One Thousand dollars (\$171,000). Subrecipient will be responsible for administering a homeowner repair program, in a manner satisfactory to the City and consistent with any standards required as a condition of providing the funds. This project is eligible under (14A) Rehabilitation: Single-Unit Residential and (14H) Rehabilitation Administration. CDBG Funds will be used to reimburse for labor, materials, other costs of rehabilitation of properties, and all delivery costs directly related to carrying out housing rehabilitation activities. The primary administrative office is located at 3380 W. Americana Terrace, Ste 120, Boise, Idaho. See Attachment 1 for a map of the service location.

- B. National Objective.** Subrecipient certifies that the activities carried out using the City’s CDBG funds provided by City under this Agreement will meet one or more of the CDBG program’s National Objectives as defined in 24 CFR § 570.208(a)(2)(i).

- C. Level of Service.** Subrecipient’s activities under this Agreement shall provide at least 15 total Units of Service over the term of this Agreement. For the purposes of this Agreement, “Units of Service” shall be defined as “Households.” Subrecipient shall verify that the household income of clientele served by City’s CDBG funds, as defined in 24 CFR § 5.609, does not exceed the maximum limits as determined by the U.S. Department of Housing and Urban Development. The current income guidelines are located in the Subrecipient Toolbox at <https://meridiancity.org/cdbg/>.
- D. Staffing.** Subrecipient agrees to provide the City with an Hourly Billing Rate worksheet and job description for each staff member that will be paid using CDBG funds prior to Subrecipient’s initial reimbursement request.
- E. Project schedule.** Subrecipient shall submit a signed, dated, and detailed Project Schedule. The Project Schedule must indicate the start and end dates for different project elements. The Project Schedule shall be submitted as a companion document with this Agreement. A revised Project Schedule shall be submitted when delays of thirty (30) days or more are anticipated or experienced.
- F. Special Conditions.**
1. Subrecipient understands and agrees that the allocation of CDBG funds may be used to provide services and programs only to City of Meridian residents. If applicable, Subrecipient shall verify that any and all persons who receive funds granted to Subrecipient pursuant to this Agreement (“Client”) a) reside within the city limits of Meridian, Idaho and b) meet the current CDBG income eligibility guidelines. Subrecipient must deem any Client who does not meet the above requirements to be ineligible to receive CDBG funds and shall suspend use of federal funds for the Client.
 2. Subrecipient certifies that Subrecipient is in compliance with all applicable Fair Housing Laws, Section 504 of the Rehabilitation Act, and Americans with Disabilities Act requirements.
 3. City reserves the right to make unannounced visits to Subrecipient’s location in order to verify compliance with all program requirements.
 4. If applicable, Subrecipient may utilize HUD’s Income Calculator at <https://www.hudexchange.info/incomecalculator/> to determine annual household income of any or all Clients based on CDBG criteria.
- G. Time of performance.** Services of Subrecipient shall start on or after October 1, 2021 and end on September 30, 2022. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

II. SUBRECIPIENT’S ADMINISTRATIVE REQUIREMENTS

- A. General Compliance.** 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) Subrecipient does not assume the City's environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52, and all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. A copy of the Environmental Review Record is included as Attachment 5.

- B. Uniform administrative requirements.** Subrecipient shall comply with applicable uniform administrative requirements, as described in 24 CFR § 570.502.
- C. Performance monitoring.** City will monitor the performance of Subrecipient against goals and performance measures as set forth herein. Performance monitoring shall include City's review of Subrecipient's submitted documents for accuracy and completion, as well as a risk analysis that will determine if the City will conduct a desk review and/or an on-site visit from City's Community Development Program Coordinator to review the completeness and accuracy of records maintained. A copy of the risk analysis is included as Attachment 2.

Substandard performance as determined by City shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within fourteen days (14) after being notified by City, City shall initiate termination procedures.

Additionally, Subrecipient will be allowed no more than three noncompliance performance standards throughout the contract. Noncompliance includes, but is not limited to: missing a deadline, providing inaccurate monthly data, delinquent progress report submission, and/or not providing correct supporting documentation. The first occurrence will result in a warning; the second a formal letter of noncompliance; and the third will result in a formal letter notifying Subrecipient that Subrecipient is not eligible to request funding for the following grant cycle. City may share Subrecipient performance and monitoring results with other local CDBG grantees and/or agencies who are providing funding to Subrecipient.

- D. Budget.** Subrecipient shall adhere to the budget included as Attachment 6. Subrecipient shall obtain written approval from City prior to any change in use of funds.
- E. Progress Reports.** Based on the results of Subrecipient's risk analysis, Subrecipient shall submit progress reports monthly via the City's online portal. Instructions on submitting progress reports are located in the Subrecipient Toolbox at <https://meridiancity.org/cdbg/>. Progress reports will be due 15 days after the last day of the reporting period. If Progress Reports are delinquent, reimbursement requests will not be processed until the delinquency is cured. Subrecipient must timely submit Progress Reports even if no activities are conducted within the reporting period.
- F. Supplementation of other funds.** Subrecipient agrees to utilize funds available under this Agreement to supplement, rather than supplant, funds otherwise available.
- G. Client Data.** If applicable, 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, race, ethnicity, and description of service provided. Such information shall be made available for review upon City's request.

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 City or Subrecipient's responsibilities under this Agreement, is prohibited by the Financial Privacy Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

- H. Closeout.** Subrecipient's obligation to City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but shall not be limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over CDBG funds, including program income.
- I. Audits and inspections.** All Subrecipient records with respect to any matters covered by this Agreement shall be made available to City, HUD or its agent, or other authorized federal officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Any deficiencies noted in audit reports must be fully repaired by Subrecipient within thirty (30) days after receipt of such report by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient shall comply with 2 CFR § 200.501, which requires that all non-Federal entities that expend \$750,000 or more in Federal awards, in one year, have a single or program-specific audit.
- J. Suspension and Debarment.** Pursuant to 2 CFR Part 180 and 2 CFR Part 200, Appendix II, section (H), Subrecipient is prohibited from contracting with any party that is suspended or debarred, i.e., listed on the governmentwide exclusions in the System for Award Management.
- K. Payment Procedures.**
- 1. Indirect Costs.** The City will only reimburse Subrecipient for indirect costs that comply with 2 CFR 200, subpart E and have been previously approved, in writing, by the Community Development Program Coordinator.
 - 2. Payment Procedures.** City will pay to Subrecipient funds available under this Agreement based upon information submitted by 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 Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by City in accordance with advance fund and program income balances available in Subrecipient's accounts. In addition, City reserves the right to liquidate funds available under this Agreement for costs incurred by City on behalf of Subrecipient.
 - 3. Reimbursement requests.** It is expressly agreed and understood that the total amount to be paid by City under this Agreement shall not exceed One Hundred Seventy-One Thousand dollars (\$171,000). City will not accept or process reimbursement requests prior to City's reception of Congressional Release of Funds; the Community Development

Program Coordinator shall notify Subrecipient of such release and the opportunity to submit reimbursement requests. Reimbursement requests for the payment of eligible expenses shall be made against the activity specified, in accordance with performance, and as expenses are incurred by Subrecipient. Reimbursement requests shall only be accepted via the City's online portal and must be completed in full to be processed. Instructions to submit reimbursement requests are located in the Subrecipient Toolbox at <https://meridiancity.org/cdbg/>. All reimbursement requests are to be submitted as needed in coordination with the Community Development Program Coordinator. Reimbursement requests shall include the following: transaction detail completed for the relevant draw request period, timesheets in compliance with 2 CFR 200.430 (if applicable), and proof of payment by Subrecipient (such as copy of check and bank transaction information showing payment of check, copy of receipt of payment by contractor or subcontractor, and/or other relevant documentation of payment). Reimbursement requests must be submitted within fifteen (15) calendar days from the close of each month of the program year except for the final reimbursement request. Subrecipient's final reimbursement request under this Agreement must be submitted by Subrecipient no later than October 30, 2022 and must include a Closeout Certification form which can be found in the Subrecipient Toolbox at <https://meridiancity.org/cdbg/>. Subrecipient shall forfeit reimbursement for any costs not requested within the timeframes set forth in this provision, unless otherwise authorized, in writing, by City.

- a. **Reversion of assets to City.** Pursuant to 24 CFR § 570.503(b)(7), upon expiration or termination of this Agreement, Subrecipient shall transfer to City any and all CDBG funds on hand at the time of expiration and any and all accounts receivable attributable to the use of CDBG funds.
- b. **Unique entity identifier.** Subrecipient shall comply with requirements established by the U.S. General Services Administration concerning the Unique Entity Identifier, the System for Award Management ("SAM") and, per 2 CFR § 170.320, the Federal Funding Accountability and Transparency Act, including Appendix A to 2 CFR part 25.

L. Documentation required prior to real estate transactions. Where City's CDBG funds are used for real estate acquisition, as early as practicable, and not less than two (2) weeks prior to the completion of each transaction, Subrecipient shall provide the address of real property under consideration to City for floodplain and related environmental review. Failure to provide the address of the housing unit under consideration in advance of the anticipated close date may result in added expenses for the beneficiary or Subrecipient, or refusal of reimbursement by City. Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved, rented, or sold.

M. Housing Affordability. Where the City's CDBG funds are used for homeownership assistance, the housing must qualify as affordable per Section 215 of the National Affordable Housing Act.

N. National Objectives met for five (5) years. Pursuant to 24 CFR § 570.503(b)(7)(i), real property that is 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 until five (5) years after expiration of this Agreement. If the use of the CDBG-assisted real property fails to meet a CDBG National Objective for this prescribed period of time, Subrecipient shall pay City

an amount equal to the current market value of the property, less any portion of the value attributed to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment shall constitute program income to City. Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

O. Compliance with procurement policies. Subrecipient shall comply with current Federal, State, and City policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided hereunder.

P. Sale of equipment. In all cases in which equipment acquired in whole or in part with funds under this Agreement is sold, the proceeds shall be program income, prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment. Equipment purchased with funds received under this Agreement but not needed by Subrecipient for activities under this Agreement shall be (a) transferred to City for the CDBG program or (b) retained after compensating 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.

Q. Program income.

- 1. Remittance at end of program year.** Pursuant to 24 CFR § 570.503(b)(3) and Pursuant to 24 CFR § 570.504(c), at the end of the program year, the City may require remittance of all or part of any program income balances, including investments thereof, held by Subrecipient, except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs.
- 2. Recording program income.** Pursuant to 24 CFR § 570.504(a), the receipt and expenditure of program income shall be recorded as part of the financial transactions of the grant program.
- 3. Disposition if received before closeout.** Pursuant to 24 CFR § 570.504(b)(1), program income received before grant closeout may be retained by the recipient if the income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds, and will be subject to all provisions of Pursuant to 24 CFR §§ 570.504(b) and (c), both prior to and upon closeout.

R. Records and reports.

- 1. Records to be maintained.** In addition to specific records mentioned in this Agreement, Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement, including, but not limited to, those required by the Federal regulations specified in 2 CFR § 200.302(b) and 24 CFR § 570.506, including:
 - a. Full descriptions and records of each activity undertaken;
 - b. Records related to activities meeting the National Objectives;
 - c. Records required to determine the eligibility of activities for CDBG funding;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records, as required by 570.506(h);
- g. Other records necessary to document compliance with 24 CFR Part 570, Subpart K;
- h. Identification of CDBG funds received and expended and the Federal programs under which they were received, including Federal award identification number and year and name of the pass-through entity (City of Meridian);
- i. Records that identify adequately the application of CDBG funds, including information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest; such records shall be supported by source documentation;
- j. Comparison of expenditures with budget amounts for each Federal award.
- k. Written procedures to implement the requirements of 2 CFR § 200.305; and
- l. Written procedures for determining the allowability of costs in accordance with subpart E of this part and the terms and conditions of the Federal award.

2. Records retention. Subrecipient shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, defined as the date of the submission of City's final annual performance and evaluation report to HUD. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. If, prior to the expiration of the five-year period, any litigation, claims, audits, negotiations or other actions begin that involve any of the records cited, such records shall be retained until completion of the actions and resolutions of all issues, or the expiration of the five-year period, whichever occurs later.

III. EMPLOYMENT AND LABOR CONDITION REQUIREMENTS

- A. Equal Employment Opportunity.** Per 2 CFR Part 200, Appendix II, section (C) and 41 CFR § 60-1.4(b), the equal opportunity clause set forth in 41 CFR § 60-1.4(b) is incorporated herein by reference, and shall apply as though set forth fully herein.
- B. Civil Rights Act.** Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1974, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, Executive Order 11246 as amended by Executive Orders 11375 and 12086, and 24 CFR §§ 570.601 and 570.602. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- C. Nondiscrimination.** Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR § 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (24 CFR § 6) are also applicable. Subrecipient will not discriminate against any employee or applicant for employment or services because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance. Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination.

Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- D. ADA Section 504.** Subrecipient agrees to comply with Federal regulations pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*), which prohibits discrimination against the handicapped in any federally assisted activities. City shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- E. Small, Women- and Minority-Owned Businesses.** Per 2 CFR § 200.321, Subrecipient must take all necessary affirmative steps to assure that small businesses, minority businesses, women's business enterprises, and labor surplus area firms are used when possible
- F. Affirmative Action.** Subrecipient agrees that it shall be committed to carry out pursuant to City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. City shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
- G. Notice to workers.** Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- H. Solicitations for employment.** Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- I. Drug Free Workplace.** Subrecipient certifies it is in compliance with the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) which requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drugfree workplaces. Each potential recipient must certify that it will comply with drugfree workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.
- J. Faith-based organizations.** Pursuant to 24 CFR § 570.200(j), if Subrecipient is a faith-based organization, Subrecipient agrees to expend funds provided under this Agreement in accordance with 24 CFR § 5.109.
- K. Labor standards.** Per 2 CFR Part 200, Appendix II, section (D), Subrecipient agrees to comply with all applicable requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5) as amended. In accordance with the statute, Subrecipient or Subrecipient's subcontractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages as specified in a wage determination made by the Secretary of Labor. In addition, Subrecipient or Subrecipient's subcontractor must be required to pay wages not less than once a week. Subrecipient must include a copy of the current prevailing wage

determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Further, the provisions of Agreement Work Hours and Safety Standards Act; the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), under which Subrecipient or Subrecipient's subcontractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Subrecipient further acknowledges and agrees that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement shall comply with Federal requirements pertaining to such Agreements 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 Subrecipient or its subcontractors of its obligation, if any, to require payment of the higher wage. Per 2 CFR Part 200, Appendix II, section (E), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708) applies to contracts in excess of \$100,000.

L. Conflicts of interest; nepotism. Subrecipient agrees to abide by the provisions of 24 CFR § 570.611. Further, no person who exercises or has exercised any function or responsibility with respect to CDBG-assisted activities, or who is 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 activities funded under this Agreement, or have a financial interest in any contract, subcontract, or agreement with respect to 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.

M. Rights to Inventions. Per 2 CFR Part 200, Appendix II, section (F), if Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work, Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

N. Lobbying; political activities. Subrecipient hereby certifies that:

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 agreement, 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 agreement, 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 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 Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

Subrecipient will require that the following language 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 31 U.S.C. § 1352. 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."

The foregoing certification is a material representation of fact upon which reliance is placed by City. Per 31 U.S.C. § 1352 and 2 CFR Part 200, Appendix II, section (I), submission of this certification may be a prerequisite for making or entering into this transaction. Subrecipient further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engage in the conduct of political activities in violation of the Hatch Act (Title V, Chapter 15, U.S.C.).

O. Section 3 of the Housing and Urban Development Act of 1968.

- 1. Compliance.** Compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701) ("Section 3"), the regulations set forth in 24 CFR Part 75, Subpart C, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and shall be binding upon City and any contractors and/or subcontractors. Section 3 will apply to a project if there is over \$200,000 of HUD housing and community development financial assistance to the project (or \$100,000 of Lead Hazard or Healthy Homes funding). Failure to fulfill these requirements shall subject City, Subrecipient and any of Subrecipient's contractors and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.
- 2. Subcontract language.** Subrecipient further agrees to include the CDBG Supplemental General Conditions in all applicable subcontracts executed under this Agreement. The CDBG Supplemental Conditions can be found in Attachment 7 (if applicable) and includes the Section 3 requirements located at 24 CFR § 75.19(b).

IV. ENVIRONMENTAL CONDITIONS

No funds will be released until City conducts an environmental assessment and makes a determination of "No Significant Impact" in compliance with 24 CFR Part 58 and other federal, state, and local laws and regulations. If applicable, the City will issue a Notice to Proceed once the environmental review is completed and is accepted by the City and/or HUD.

- A. Air and Water.** Subrecipient specifically agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. §§ 7401, *et seq.* and 2 CFR Part 200, Appendix II, section (G).
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, *et seq.*, relating to inspection, monitoring, entry reports, and information, as well as other requirements specified in said Act, and all regulations and guidelines issued thereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50.

B. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001), Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained, and shall assure compliance with Title 10, Chapter 6, Meridian City Code, as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint. Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations, 24 CFR Part 35, implementing Title X of the Housing and Community Development Act of 1992. These regulations revise the CDBG lead based paint requirements under 24 CFR § 570.608. 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 level screening for children under seven. The notice must 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. 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, Advisor Council on Historic Preservation Procedures for Protection of 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 or older or that are included on a Federal, state or local historic property list.

V. GENERAL CONDITIONS

A. Appropriation. It is acknowledged by the Parties that although Congress has signed an appropriation bill committing the funds set forth in this Agreement, and HUD has notified City of its apportionment and approved the City's Action Plan, availability of CDBG funds to City, and thus to Subrecipient, is subject to Congressional release of such funds to HUD and HUD's release of such funds to City. Unless and until HUD releases the funds, City shall have no contractual, legal, or equitable obligation to Subrecipient. In the event that CDBG funds are not made available to City, whether by Congress or by HUD, this Agreement shall be void, and City shall have no obligation to Subrecipient, whether under this Agreement or under any legal or equitable claim.

B. Notices. All notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when personally served, or mailed in the United States mail, addressed as follows:

If to City:

City of Meridian
Attn: Crystal Campbell, Community
Development Program Coordinator
33 E. Broadway Avenue
Meridian, Idaho 83642

If to Subrecipient:

NeighborWorks Boise
Attn: Bud Compher, Jr., CEO
3380 W. Americana Terrace, Ste 120
Boise, ID 83706

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

C. Compliance with laws. Subrecipient agrees to comply with HUD regulations concerning CDBG funds, including, but not limited to, 24 CFR Part 570 and subpart K of such regulations. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement, except that: (1) Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR § 570.604; and (2) Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

D. 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. Subrecipient shall at all times remain an independent Contractor with respect to the services to be performed under this Agreement. City shall provide no benefits or insurance coverage whatsoever to Subrecipient and/or to its agents.

E. Indemnity. Subrecipient, and each and all of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees, and all participants in Subrecipient's programming, shall hold harmless, defend and indemnify City from and for all such losses, claims, actions, and/or judgments for damages or injury to persons or property and/or losses and expenses caused or incurred by Subrecipient and/or its employees, agents, contractors, officials, officers, servants, guests, and/or invitees, and participants in its programming, and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by Subrecipient and/or Subrecipient's employees, agents, contractors, subcontractors, officials, officers, servants, guests, invitees, participants, and/or volunteers and resulting in and/or attributable to personal injury, death, and/or damage and/or destruction to tangible or intangible property.

F. Workers' Compensation. Subrecipient shall maintain workers' compensation insurance coverage, in the amount required by Idaho law, for all employees involved in the performance of this Agreement.

G. Insurance. Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. At a minimum, Subrecipient must provide the equivalent insurance coverage for real property and equipment acquired or improved with CDBG funds as provided to property owned by the non-Federal entity. For construction or facility improvement contracts or subcontracts exceeding the simplified

acquisition threshold as defined in 41 U.S.C. 134 and Appendix II, section (A), Subrecipient must comply with bonding requirements set forth in 2 CFR § 200.325.

- H. Grantee Recognition.** Subrecipient shall ensure 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, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- I. Amendments.** The parties hereto may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each party, and approved by City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release either party from its obligations under this Agreement. City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both parties.
- J. Termination (see 2 CFR Part 200, Appendix II, section (B)).**
1. **Termination for convenience.** Either party may terminate this Agreement by, at least thirty (30) days before the effective date of such termination, giving written notice to the other party of such termination and specifying the effective date thereof.
 2. **Termination for cause.** Termination of this Agreement, in whole or in part, may occur for cause, which shall include, but shall not be limited to, the following:
 - a. 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;
 - b. Failure to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission of reports that are incorrect or incomplete in any material respect.

Either Party may terminate this Agreement for cause by providing written notice to the other of the basis of termination. The defaulting Party shall have fourteen (14) days to cure the deficiency or non-compliance. If the deficiency or non-compliance is not cured within this time period, the other Party shall terminate this Agreement for cause. In addition to termination of this Agreement and/or any other remedies as provided by law, City may declare Subrecipient ineligible for any further participation in City CDBG programming.

3. **Work completed.** In the event of any termination, all finished or unfinished documents, data, studies, surveys, maps, models, drawings, photographs, reports, and/or other materials that are the property of and prepared by Subrecipient under this Agreement shall become the property of City, and Subrecipient shall provide same within seven (7) days of City's demand therefor. Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

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

L. Subcontractors.

1. **City must approve.** Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of City. All subcontracts entered into in the performance of this Agreement shall be awarded pursuant to any applicable provisions of the City Purchasing Policy and/or local, state, or federal laws.
2. **Monitoring.** Subrecipient shall 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. 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 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.
3. **Subcontract content.** Subrecipient shall cause all provisions of this Agreement in their entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. Specifically, without limitation, Subrecipient shall include the provisions of this Agreement regarding Civil Rights and Affirmative Action in every subcontract or purchase order, specifically or by reference, to ensure that such provisions will be binding upon all subcontractors.
4. **Documentation.** Executed copies of all subcontracts shall be forwarded to City along with documentation concerning the selection process.

M. Relocation, real property acquisition, and one-for-one housing replacement. Subrecipient agrees specifically, without limitation, to comply with:

1. 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);
2. The requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under 24 CFR part 42, subpart B; and
3. The requirements in 24 CFR 570.606(d) governing optional relocation policies.

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.

N. No contractual impediments. Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

O. Severability. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless

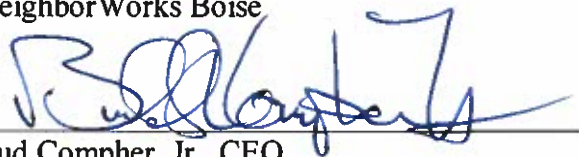
be in full force and effect.

- P. Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- Q. Non-waiver.** Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after the governing body of either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement.
- R. Attachments.** All attachments and/or exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.
- S. Approval required.** This Agreement shall not become effective or binding until approved by the respective governing bodies of both City and Subrecipient.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

SUBRECIPIENT:

NeighborWorks Boise



Bud Compher, Jr., CEO

CITY:

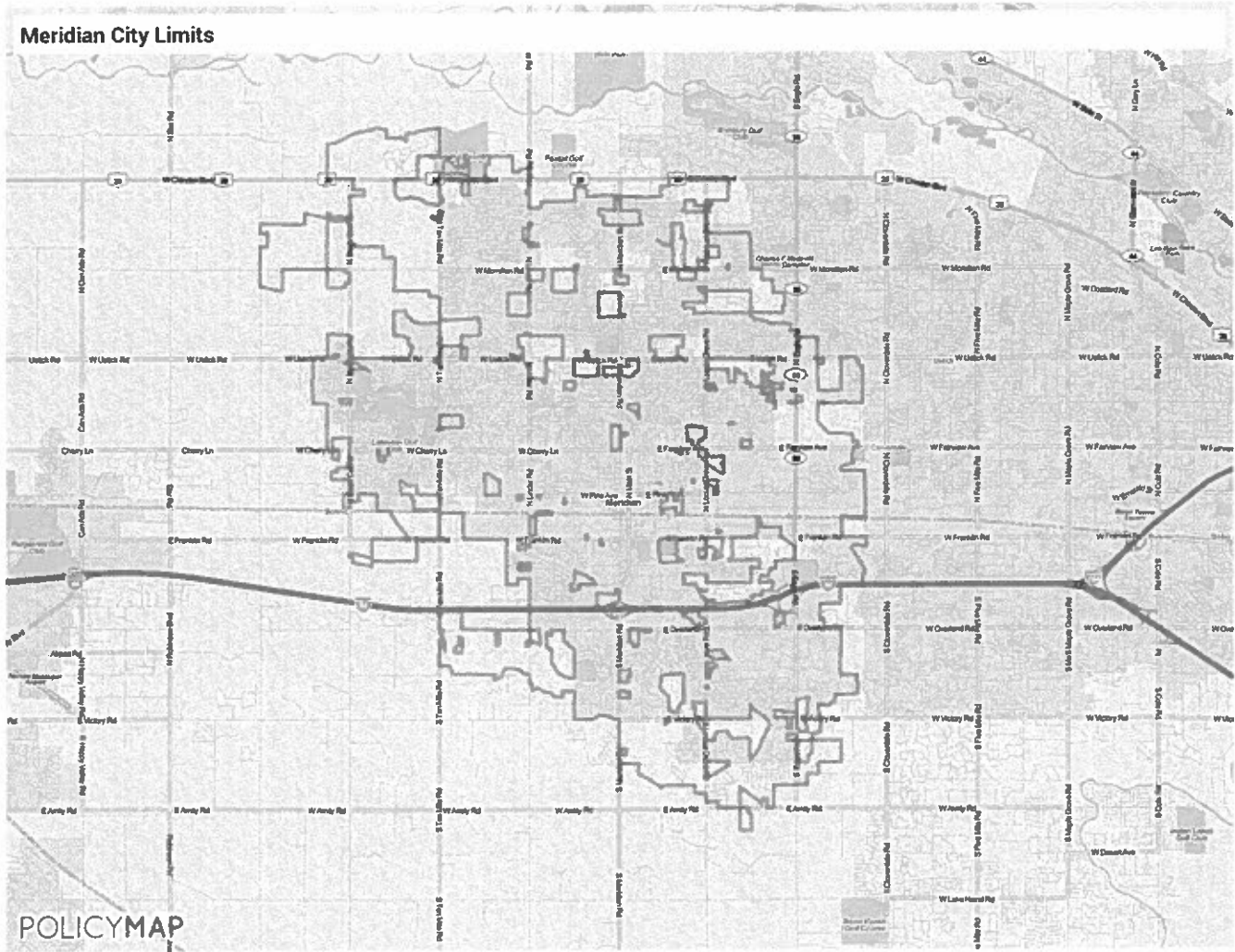
City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

Attachment 1: Location of Service Area



Attachment 2: Risk Analysis

Risk of Noncompliance Evaluation

This document is used to analyze the risk of the program to determine the level of monitoring required during this program year.

Organization Name	NeighborWorks Boise	Program Year	2021	Award	\$171,000.00
Total Points <small>automatically calculated</small>	38	Risk Level	Low	Next Steps	Desk Monitor

FACTORS	Scale	Score	Point Value
Type of Contract weight: 2			
Public Service	4	3	6
Housing Activities (Other than Homeownership Assistance)	3		
Acquisition/Construction	2		
Public facilities, planning, infrastructure	1		
Contracted Dollars weight: 2			
\$60,000 - Above	4	4	8
\$40,000 - \$59,999	3		
\$20,000 - \$39,999	2		
\$0 - \$19,999	1		
Subrecipient Experience with Meridian CDBG weight: 3			
New Program	3	1	3
1 - 3 years	2		
4 years +	1		
New Activity for Subrecipient weight: 3			
Yes	2	1	3
No	1		
Number of Clients Served weight: 2			
100+	3	1	2
50-99	2		
Less than 50	1		
Key Organizational Change weight: 3			
Executive Director & Financial Manager	4	0	0
Executive Director and/or Financial Manager	3		
Program Director/Manager	2		
Other Key Staff	1		
None	0		
Systems Change weight: 3			
Major Systems Change	2	0	0
Minor Systems Change	1		
None	0		
Program Delays weight: 1			
CDBG Program did not begin on schedule/delayed	1	0	0
New Program	1		
CDBG Program began on schedule	0		
Progress Reports weight: 2			
Subrecipient has history of not submitting reports timely	1	1	2
New Program	1		
Subrecipient has history of submitting reports timely	0		

Risk of Noncompliance Evaluation

This document is used to analyze the risk of the program to determine the level of monitoring required during this program year.

Met Goals in Previous Years		weight: 3	
No/New Program	2	2	6
Met at least 75%	1		
Yes	0		
Financial Audit		weight: 4	
Audit with moderate to serious findings	4	0	0
No Audit Although Required	4		
Audit with no/minor findings	0		
Last Monitoring Visit		weight: 3	
New Program	4	0	0
Grant not renewed	4		
2 Years or More	4		
Less than 2 Years	0		
Corrective Action (Any Monitoring)		weight: 4	
Current Major Findings: Findings that would affect services, clients, or potential for payment error	4	2	8
New Program	4		
Current Concerns: Findings that require provider's action.	2		
No Findings	0		

Signature

Crystal Campbell

Date 11/17/2021

Community Development Program Coordinator

Level of Risk		
Low Risk <50 points	Medium Risk 51-70 points	High Risk 71+ points
Project requires a minimum amount of monitoring. Activities under this category will be monitored primarily via internal desk monitoring procedures on an annual basis, unless situations dictate otherwise. On-site monitoring will generally take place at least once every two years.	Projects will be monitored via internal bi-annual desk monitorings and on-site monitoring no less than every two years. The on-site monitoring review will be conducted preferably within the first six months of the chosen program year. Based upon the results of the monitoring visit, staff will determine the need for and frequency of additional technical assistance visits and/or on-site compliance reviews. These activities will generally be monitored after high priority activities have been adequately addressed.	Projects will receive priority for monitoring. High priority activities will generally be monitored annually within the first 6 months of the program year. High-risk subrecipients may also be required to submit additional documentation as needed to allow for closer evaluation of the project through desk monitoring.


Comments

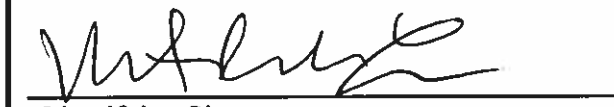
Attachment 3: Signing Authority
Complete the form to designate signing authority.


Subrecipient Name: Neighbor Works Boise

Project Name: Homeowner Repair Program


Program Year: 2021 Start Date: October 1 2021 End Date: September 30 2022

<u>Michael A SHEPARD</u> Name	<u>REHAB / ASSET MANAGER</u> Title
 Identifying Signature	Authorized to sign for (check all that apply): <input checked="" type="checkbox"/> Financial <input checked="" type="checkbox"/> Contractual

<u>Mitchell Lee</u> Name	<u>Director of Grant Dev</u> Title
 Identifying Signature	Authorized to sign for (check all that apply): <input checked="" type="checkbox"/> Financial <input checked="" type="checkbox"/> Contractual

<u>Marc Brown</u> Name	<u>Director of Accounting</u> Title
 Identifying Signature	Authorized to sign for (check all that apply): <input checked="" type="checkbox"/> Financial <input type="checkbox"/> Contractual

Signing authority for the above individuals is authorized by:

<u>Buddy L Compher Jr</u> Name	<u>CEO</u> Title
 Signature	<u>12/7/21</u> Date

Attachment 4: Federal Certifications
The following are required as referenced below.

Subrecipient Name: Neighbor Works Boise

Project Name: Homeowner Repair Program

Program Year: 2021 Start Date: October 1 2021 End Date: September 30 2022

Subrecipient maintains a policy for and complies with the following:

Yes	No	N/A	Policy
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ADA/Section 504 [29 U.S.C. § 701]
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Confidentiality [2 CFR § 200.303(e)]
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Conflict of Interest [2 CFR § 200.318(c)(1); 24 CFR § 570.611]
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drug Free Workplace [24 CFR part 24, subpart F]
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Equal Employment Opportunity [2 CFR Part 200; 41 CFR § 60-1.4(b)]
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fair Housing [Fair Housing Act] (if applicable)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Nondiscrimination [24 CFR § 570.607]
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Procurement [2 CFR § 200.318(a)] (if applicable)

Is Subrecipient a nonprofit entity? Yes No

Per 2 CFR § 200.415 major nonprofit organizations¹ are ineligible for this funding. If the agency is a nonprofit, please select one of the following:

- Organization is **not** a major nonprofit organization.
- Organization is a major nonprofit organization.

By signing this form, I certify the above is true and correct to the best of my knowledge.

Buddy Compher Jr CEO
Name Title

[Signature] 12/7/21
Signature Date

¹ A major nonprofit organization is defined in § 200.414(a) as an organization receiving more than \$10 million in direct federal funding.

Attachment 5: Environmental Review

The following Environmental Review Record is only for the funds NeighborWorks Boise is receiving. Environmental Reviews must be completed for each individual home that is repaired PRIOR to construction.

Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5 Pursuant to 24 CFR 58.34(a) and 58.35(b)

Project Information

Project Name: NWBOwnerOccRehabPY19-21

HEROS Number: 900000010152725

Responsible Entity (RE): MERIDIAN, 33 E Idaho Ave Meridian ID, 83642

State / Local Identifier:

RE Preparer: Crystal Campbell

Grant Recipient (if different than Responsible Entity):

Point of Contact:

Consultant (if applicable):

Point of Contact:

Project Location: 3380 W Americana Ter Ste 120, Boise, ID 83706

Additional Location Information:

N/A

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

The Owner-Occupied Home Repair Program will work to improve the weatherization, accessibility and visitability of existing housing stock within the City, making the homes of LMI Meridian residents safer and more economically sustainable. Applicant eligibility criteria: * Income must be at or below 80% AMI * Home must be within Meridian city limits * Home must be owner-occupied * Must live in their home for a certain amount of time to qualify - one year for projects up to \$8,000 and 3 years for larger projects Examples of eligible home repairs with budgets between \$2,000 and \$15,000 include: * Energy efficiency (additional insulation, new windows and doors) * Weatherization (insulation and weather-stripping) * Accessibility programs (install ramps, grab bars, other Age in Place improvements) * Roof replacement or emergency repairs for leaks * HVAC * Water heater and plumbing (energy efficiency as a secondary) CDBG funds will be used to administer the program and pay for repairs, but a separate review will be conducted for individual households. This review is only for the administrative fees NeighborWorks will incur. This project is anticipated to be funded for the duration of the Consolidated Plan (PY19-PY21).

Level of Environmental Review Determination
Activity / Project is Exempt per 24 CFR 58.34(a):
 58.34(a)(3)

Signature Page
 NWB Signature Page.pdf

Funding Information

Grant / Project Identification Number	HUD Program	Program Name
119	Community Planning and Development (CPD)	Community Development Block Grants (CDBG) (Entitlement)

Estimated Total HUD Funded, Assisted or Insured Amount: \$10,000.00

Estimated Total Project Cost [24 CFR 58.2 (a) (5)]: \$10,000.00

Compliance with 24 CFR §50.4 & §58.6 Laws and Authorities

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §50.4 & §58.6	Are formal compliance steps or mitigation required?	Compliance determination (See Appendix A for source determinations)
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §50.4 & § 58.6		
Airport Runway Clear Zones and Clear Zones 24 CFR part 51	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Based on the project description the project includes no activities that would require further evaluation under this section. The project is in compliance with Airport Runway Clear Zone requirements.
Coastal Barrier Resources Act Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	This project is located in a state that does not contain CBRS units. Therefore, this project is in compliance with the Coastal Barrier Resources Act.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Based on the project description the project includes no activities that would require further evaluation under this

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §50.4 & §58.6	Are formal compliance steps or mitigation required?	Compliance determination (See Appendix A for source determinations)
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §50.4 & § 58.6		
Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]		section. The project does not require flood insurance or is excepted from flood insurance. While flood insurance may not be mandatory in this instance, HUD recommends that all insurable structures maintain flood insurance under the National Flood Insurance Program (NFIP). The project is in compliance with Flood Insurance requirements.

Mitigation Measures and Conditions [CFR 40 1505.2(c)]: Summarized below are all mitigation measures adopted by the Responsible Entity to reduce, avoid or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure or Condition	Comments on Completed Measures	Complete
---------------------------	---------------------------------	--------------------------------	----------

Mitigation Plan

Supporting documentation on completed measures

APPENDIX A: Related Federal Laws and Authorities

Airport Runway Clear Zones

General policy	Legislation	Regulation
It is HUD's policy to apply standards to prevent incompatible development around civil airports and military airfields.		24 CFR Part 51 Subpart D

1. **Does the project involve the sale or acquisition of developed property?**

No

Based on the response, the review is in compliance with this section.

Yes

Compliance Determination

Based on the project description the project includes no activities that would require further evaluation under this section. The project is in compliance with Airport Runway Clear Zone requirements.

Supporting documentation

Are formal compliance steps or mitigation required?

Yes

No

Coastal Barrier Resources

General requirements	Legislation	Regulation
HUD financial assistance may not be used for most activities in units of the Coastal Barrier Resources System (CBRS). See 16 USC 3504 for limitations on federal expenditures affecting the CBRS.	Coastal Barrier Resources Act (CBRA) of 1982, as amended by the Coastal Barrier Improvement Act of 1990 (16 USC 3501)	

This project is located in a state that does not contain CBRA units. Therefore, this project is in compliance with the Coastal Barrier Resources Act.

Screen Summary

Compliance Determination

This project is located in a state that does not contain CBRS units. Therefore, this project is in compliance with the Coastal Barrier Resources Act.

Supporting documentation

Are formal compliance steps or mitigation required?

- Yes
- ✓ No

Flood Insurance

General requirements	Legislation	Regulation
Certain types of federal financial assistance may not be used in floodplains unless the community participates in National Flood Insurance Program and flood insurance is both obtained and maintained.	Flood Disaster Protection Act of 1973 as amended (42 USC 4001-4128)	24 CFR 50.4(b)(1) and 24 CFR 58.6(a) and (b); 24 CFR 55.1(b).

1. Does this project involve financial assistance for construction, rehabilitation, or acquisition of a mobile home, building, or insurable personal property?

- ✓ No. This project does not require flood insurance or is excepted from flood insurance.

Based on the response, the review is in compliance with this section.

Yes

Screen Summary

Compliance Determination

Based on the project description the project includes no activities that would require further evaluation under this section. The project does not require flood insurance or is excepted from flood insurance. While flood insurance may not be mandatory in this instance, HUD recommends that all insurable structures maintain flood insurance under the National Flood Insurance Program (NFIP). The project is in compliance with Flood Insurance requirements.

Supporting documentation

Are formal compliance steps or mitigation required?

- Yes
✓ No

Attachment 6: Budget

NeighborWorks Boise Owner-Occupied Home Repair PY20 Project #119			Rehab Costs	Admin	Total
Award			\$ 150,000.00	\$ 21,000.00	\$ 171,000.00
Draw #	Date	Timeframe			
1					\$ -
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -
11					\$ -
12					\$ -
Total			\$ -	\$ -	\$ -
Balance			\$ 150,000.00	\$ 21,000.00	\$ 171,000.00

CDBG SUPPLEMENTAL GENERAL CONDITIONS

These Supplemental General Conditions are to be part of a City of Meridian Community Development Block Grant funded construction project.

Preconstruction Conference

After the contract(s) have been awarded but before the start of construction, a conference will be held for the purpose of discussing requirements on such matters as project supervision, progress schedule and reports, payrolls, payment to contractors, contract change order, insurance, safety and other items pertinent to the project. The contractor shall arrange to have all subcontractors and supervisory personnel connected with the project on hand to meet with representatives of the engineer and owner to discuss any problems anticipated

Reports and Information

The contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as requested pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

Conflict of Interest

No member, officer, or employees of the grantee, or its designees or agents, no members of the grantee's governing body and no other public official of the grantee who exercises any functions or responsibilities with respect to this contract during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in work to be performed in connection with this contract. All contractors shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest.

Minority Business Enterprise

Affirmative steps will be taken to assure that small, minority and female businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Include any such qualified firms on solicitation lists.
2. Assure that such firms are solicited whenever they are potential sources.
3. When economically feasible, divide total requirements into small tasks or quantities so as to permit such firms maximum participation.
4. Where possible, establish delivery schedules which will encourage such participation.
5. Use the services and assistance of the Small Business Administration, Idaho Transportation Department's Disadvantage Business Enterprise Program, and other sources when appropriate. (24 CFR Part 85.36(e)(vi))

HUD Section 3

If funding for this project exceeds \$200,000 of HUD housing and community development financial assistance to the project (or \$100,000 of Lead Hazard or Healthy Homes funding), the parties to this contract will comply with the regulations set forth in 24 CFR Part 75 and all applicable rules and orders of the department issued thereunder. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements. The contractor will include the Section 3 requirements in every subcontract in connection with the project.

Failure to fulfill these requirements shall subject the contractor and subcontractors, its successors, and assigns to those sanctions specified by the grant agreement through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.19.

See Section 3 Additional Information within the bidding document.

Duns and Bradstreet Number

Prior to the award of the contract, bidders shall possess or obtain a DUNS number assigned by the company Dun & Bradstreet. If your organization does not already have a DUNS Number, please visit the Dun & Bradstreet website at www.dnb.com or call 1-866-653-1344. The process of obtaining a DUNS Number is free of charge and should take less than 15 minutes.

CDBG funds cannot be used to pay for goods or services from contractors or subcontractors that have been disbarred or suspended. Contractors are responsible for ensuring they or their subcontractors have not been disbarred or suspended according to <https://sam.gov>.

Standard Environmental Mitigation Measures

1. The construction contractors must comply with the Rules for the Control of Air Pollution in Idaho, IDAPA 58.01.01.651, by implementing precautions to prevent particulate matter from becoming airborne.
2. If any items of suspected historical or archaeological value are uncovered during construction, the contractor will be required to stop work and contact the Idaho State Historic Preservation Office and the Idaho Department of Commerce.
3. The collection and disposal of storm and surface water runoff from the project site must comply with the Idaho Department of Environmental Quality's (DEQ) Catalog of Storm Water Best Management Practices for design of all storm water treatment and disposal systems.
4. The contractor shall comply with the provisions of the Environmental Protection Agency's Idaho Pollutant Discharge Elimination System (IPDES) General Permit for Storm Water Discharge from Construction Activities and the Construction Storm Water Pollution Prevention Plan (SWPPP).
5. If during the construction of the project, an underground storage tank, buried drum, other container, contaminated soil, or debris not scheduled for removal under the contract are discovered, the Contractor shall immediately notify the Engineer and the City. No attempt shall be made to excavate, open, or remove such material without written approval.

Clean Air and Water Act

For all contracts and subcontracts exceeding \$100,000, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1368 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR 15, as amended.

1. Any building, facility or site listed on the EPA List of Violating Facilities as of this contract may not be used in the performance of this contract.
2. The contractor will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Sections 114 and 308 of the respective Acts, and all regulations and guidelines issued thereunder.
3. Prior to signing this contract, the contractor shall notify the grantee of any communication from EPA indicating that a facility to be used in the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities.
4. The contractor shall include or cause to be included these four (4) provisions in every subcontract in excess of \$100,000 and take such action as the government may direct as a means of enforcing such provisions.

Insurance during Construction

The contractor shall have in effect without interruption from the date of construction commencement until final payment is made and the Project is closed-out pursuant to the terms of this Contract, the following types of insurance. Further, the

contractor warrants such insurance coverage shall be written on an "occurrence" basis and will be obtained with the following minimum liability limits:

1. Workers' Compensation Insurance and Employer's Liability Insurance:
 - (1) State Statutory Limits
 - (2) Employer's Liability \$100,000 per accident
\$500,000 Disease; Policy Limit
\$100,000 Disease; Each Employee

2. Comprehensive or Commercial General Liability Insurance which shall be endorsed to name the City as an additional insured. It shall include premises operation, owners and contractors protective liability, products and completed operations liability, personal injury liability including employee acts, broad form property damage liability and blanket contractual liability, with no exclusion for explosion (X), collapse (C) and underground (U) hazards:
 - (1) \$1,000,000 Each Occurrence
 - (2) \$1,000,000 Personal Injury
 - (3) \$2,000,000 Products/Completed Operations to be maintained for two (2) years following final payment
 - (4) \$2,000,000 General Aggregate

3. Automobile Liability Insurance which shall be endorsed to name the City of Meridian as an additional insured. It shall include for bodily injury and property damage: \$1,000,000 Combined Single Limit

Property or Builder's Risk Insurance

If required by the City, the contractor shall have in effect Property or Builder's Risk Insurance. The Property or Builder's Risk Insurance shall include coverage for all direct physical loss, also known as "Special Causes of Loss" in an amount equal to one-hundred percent (100%) of the estimated maximum value of the Project upon completion with the broadest form of "all risk" coverage possible.

Certification of Nonsegregated Facilities

For contracts in excess of \$10,000, the contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained.

The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas,

*transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. She/he further agrees that (except where she/he has obtained identical certifications from proposed subcontractors for specific time periods) she/he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that she/he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods). *Parking lots, drinking fountains, recreation or entertainment areas.

Contract Pricing

The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used. This clause overrides all references to the cost-plus method of pricing.

Data, Patent, and Copyright

The contractor shall hold and save the City and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the City, unless otherwise specifically stipulated in the contract documents.

Access to Records

The grantee, the federal grantor agency, the Comptroller General of the United States, the City of Meridian, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. All required records must be maintained by the contractor for three (3) years after grantee makes final payments and all other pending matters are closed. (24 CFR Part 85.36(i)(10))

Architectural Barrier Act

Any building designed, constructed or altered must be made accessible to persons with disabilities. Exceptions include (1) alterations where access cannot be provided, i.e. roofs, heating systems, water and sewer systems; (2) alterations are not structurally feasible; or (3) where Uniform Federal Accessibility Standards (UFAS) or Americans With Disabilities Act (ADA) requirements cannot be met according to undue hardship criteria. (42 USC 4151 et seq., 24 CFR Part 40 (UFAS), 24 CFR Part 8)

Lead Based Paint

For all residential new construction or rehabilitation, use of lead-based paint on any interior surface, whether accessible or inaccessible, and exterior surfaces readily accessible to children under seven (7) years of age is prohibited. *The surfaces of all existing structures must be inspected.* If lead based paint is found on any interior surfaces or accessible surfaces, it must be treated and repainted with two (2) coats of nonlead paint; or completely removed; or covered with a suitable material such as gypsum wallboard, plywood or plaster. (42 USC 4801 et seq., 24 CFR Part 35)

Davis-Bacon and Related Acts

See Federal Labor Standards Provisions HUD Form 4010 within the bidding document.

Copeland "Anti-Kickback" Act

See Federal Labor Standards Provisions HUD Form 4010 within the bidding document.

Contract Work Hours and Safety Standards Act, Sections 103 and 107

See Federal Labor Standards Provisions HUD Form 4010 within the bidding document.

Executive Order 11246: Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: *employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.* The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided, That* if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
9. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will

otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

10. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

FEDERAL LABOR STANDARDS - HUD FORM 4010

Federal Labor Standards Provisions

U.S. Department of Housing and Urban
Development
Office of Labor Relations

Applicability

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

A. 1. (I) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt; and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt; and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site or the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (f) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages or any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(D) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(1) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esah/wlforms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(1), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

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form HUD-4019 (0812009)

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(1)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(2) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . Influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers and mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1925 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act. (Public Law 91-54, 63 Stat 96).
3761 et seq.

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

SECTION 3 ADDITIONAL INFORMATION

SECTION 3 BASICS

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. [24 CFR Part 75]

WHAT IS THE GOAL OF SECTION 3?

Low or very-low income individuals often face challenges limiting their ability to become economically self-sufficient and rise out of poverty. These challenges include access to quality schools, employment, and job training. Section 3 seeks to provide opportunities for these individuals to become economically self-sufficient.

WHAT IS THE PURPOSE OF SECTION 3?

Section 3 ensures that recipients of HUD funding agree to make an effort to identify, hire, and train low-income populations when there is a need to employ additional personnel.

WHO QUALIFIES AS SECTION 3?

- Section 3 Worker – the worker currently fits, or when hired within the past five years fit at least one of the following categories: annualized income is below the income limit established by HUD; the worker is employed by a Section 3 Business; or the worker is a YouthBuild participant.
- Section 3 Business – officially organized business that meets at least one of the following criteria: at least 51% of business is owned and controlled by low- to very-low income persons; 75% or more of the labor hours are performed by Section 3 workers; or at least 51% of business is owned and controlled by current public housing or Section 8 residents.

WHAT PROJECTS MUST FOLLOW SECTION 3?

Section 3 applies to all construction projects over \$200,000 of HUD housing and community development financial assistance to the project (or \$100,000 of Lead Hazard or Healthy Homes funding). The Section 3 requirements are also passed on to contractors if any subcontracts are awarded.

WHAT ARE SECTION 3 REQUIREMENTS?

The following are the Section 3 requirements:

- Notify Section 3 Residents about availability of training and/or employment opportunities.
- Notify Section 3 Businesses about availability of contracting opportunities.
- Notify contractors about Section 3 requirements.
- Incorporate a Section 3 clause in contracts.
- Train and employ Section 3 residents.
- Give preference to Section 3 residents.
- Give preference to and award contracts to Section 3 Businesses.
- Document actions to comply with Section 3.
- Maintain records for at least 4 years from the date the project is closed.
- Provide the following to be included in the City's mandatory federal report: total number of labor hours worked, total number of labor hours worked by Section 3 Workers, and total number of labor hours worked by Targeted Section 3 workers.

WHAT IS INCLUDED IN 24 CFR §75.19?

24 CFR §75.19 states:

(a) Employment and training.

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

- (i) Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Participants in YouthBuild programs.

(b) Contracting.

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) YouthBuild programs.

WHAT IS BID PREFERENCE?

Award shall be made to a responding qualified Section 3 Business if the bid is within 5% of the overall lowest bid and Section 3 preference was requested.

HOW DO I REGISTER AS A SECTION 3 BUSINESS?

Register on HUD's Section 3 Business Registry at: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>. Additional information on the requirements of Section 3, can be found at <http://www.hud.gov/section3>.

All City of Meridian construction bid documents in excess of \$200,000 are posted to the City's website (Bonfire). Additionally, all CDBG construction bid documents are posted to HUD's Section 3 Online Portal at <https://hudapps.hud.gov/OpportunityPortal/index.action>.