SUBRECIPIENT AGREEMENT BETWEEN CITY OF MERIDIAN AND BOYS AND GIRLS CLUBS OF ADA COUNTY FOR PROGRAM YEAR 2020 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

This Subrecipient Agreement is entered into this 24th day of September 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho ("City") and Boys and Girls Clubs of Ada County, 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, 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, City and Subrecipient wish to enter into a cooperative agreement for the investment of CDBG funds from Program Year 2020 ("PY20"); 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 PY20 CDBG funds in an amount not to exceed fifteen thousand dollars ($15,000). Subrecipient will be responsible for providing funding for low- to moderate-income families to participate in before and after school programs as well as summer programs at a free or reduced cost, 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 (05L) Child Care Services. CDBG Funds will be used to reimburse for scholarships. The primary administrative office is located at 610 E. 42nd Street, Garden City. 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 40 total Units of Service over the term of this Agreement. For the purposes of this Agreement, "Units of Service" shall be defined as "low- to moderate-income youth." 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 that CDBG funds provided under this Agreement will not be utilized for staffing.

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 the Determining Annual Household Income form located in the Subrecipient Toolbox at https://meridiancity.org/cdbg/ 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, 2020 and end on September 30, 2021. 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 for Subrecipient 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 Subreceipient 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, Subreceipient shall submit progress reports quarterly 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 10 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 shall not reimburse Subrecipient for indirect costs.

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 AMOUNT IN WORDS ($AMOUNT). 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 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, 2021 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.

1. **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.

2. **DUNS number.** Subrecipient shall comply with requirements established by the Office of Management and Budget ("OMB") concerning the Dun and Bradstreet Data Universal Numbering System ("DUNS"), the Central Contractor Registration database, the System for Award Management ("SAM") and the Federal Funding Accountability and Transparency Act, including Appendix A to 2 CFR part 25, and 2 CFR § 170.320.

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); and
g. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.

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 let 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 135, 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, Subrecipient and any of Subrecipient's contractors and/or subcontractors. Contractors with contracted amounts under $200,000 and subcontractors with contracted amounts under $100,000 are exempt from this requirement. 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 clause located at 24 CFR Part 135.38.

3. **Employment of low- and very-low-income persons.** Subrecipient further agrees to ensure that opportunities for training and employment arising in connections with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects are given to low and very-low income person residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area of the neighborhood in which the project is located, and to low and very low income participants in other HUD programs. Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

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

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

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:	**If to Subrecipient:**
City of Meridian	Boys and Girls Clubs of Ada County
Attn: Crystal Campbell, Community Development Program Coordinator	ATTN: Colleen Braga, Executive Director
33 E. Broadway Avenue	610 E. 42nd Street
Meridian, Idaho 83642	Garden City, ID 83714

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:
Boys and Girls Clubs of Ada County

Colleen Braga, Executive Director

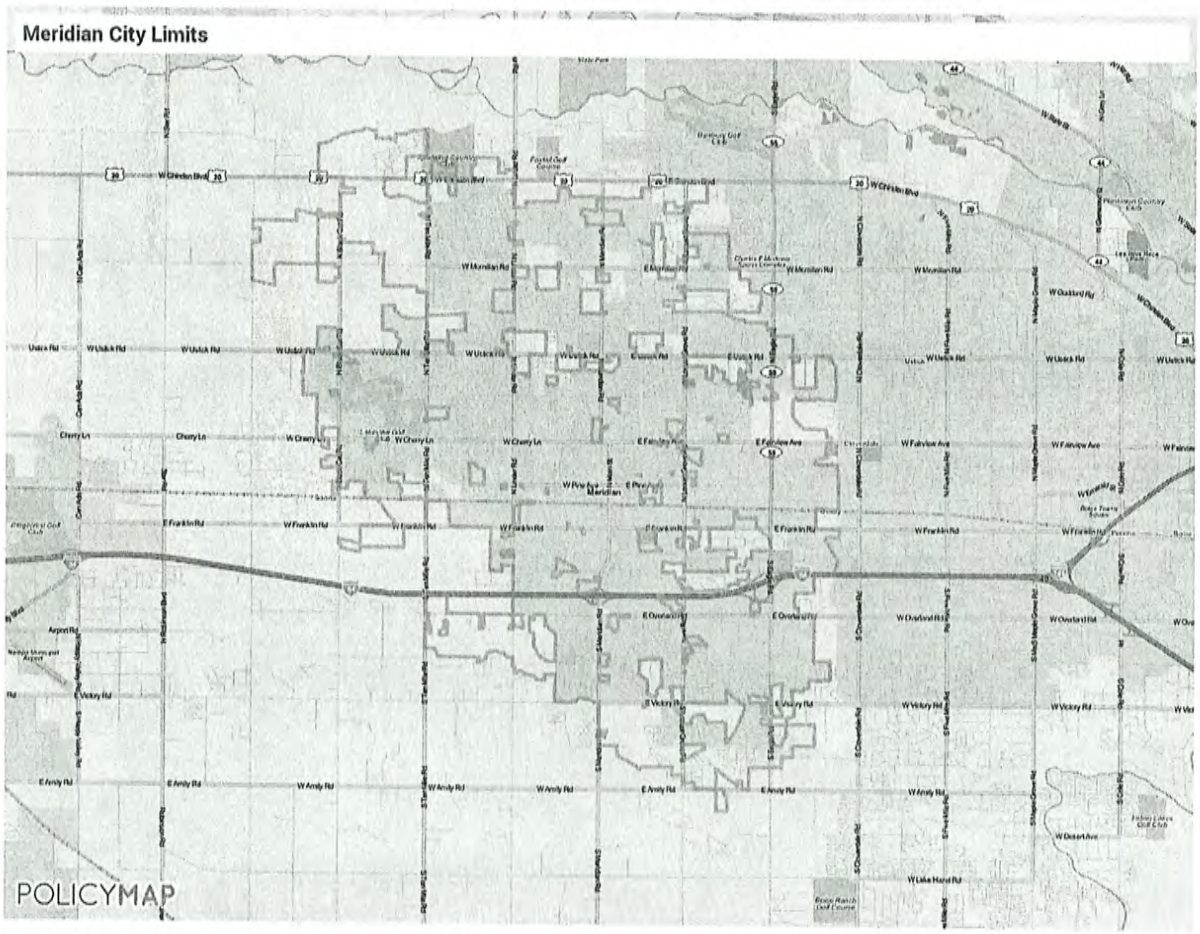
CITY:
City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

Attachment 1: Location of Service Area



Attachment 2: Risk Analysis

Summary Risk Analysis Worksheet

Organization Name	Boys and Girls Clubs of Ada County	Program Year	2020	Award	$15,000.00
Total Points *automatically calculated*	248	Risk Level	Low	Next Steps	Desk Review

FACTORS	Scale	Score	Point Value
Contracted Dollars	**weight: 8**		
$30,000 - Above	10	6	48
$20,000 - $29,999	8		
$15,000 - $19,999	6		
$10,000 - $14,999	4		
$0 - $9,999	2		
Program Oversight	**weight: 8**		
Audit with moderate to serious findings	10	1	8
No Audit Although Required	10		
Current Audit Not Provided	10		
Financial Audit and/or Compliance Audit Available	1		
Audit with minor findings	1		
Type of Contract	**weight: 6**		
Public Service	10	10	60
Economic Development	8		
Neighborhood Revitalization	8		
Acquisition/Construction	8		
Public facilities, planning, infrastructure	4		
Number of Clients Served	**weight: 6**		
50+	8	6	36
25-49	6		
Less than 25	4		
Key Organizational Change	**weight: 6**		
Executive Director & Financial Manager	10	2	12
Executive Director and/or Financial Manager	7		
Program Director/Manager	4		
None	2		
Goals	**weight: 6**		
Essential to accomplish Con Plan goals	10	2	12
Not-essential for accomplishment of Con Plan goals	2		
Program Participants	**weight: 6**		
CDBG Program did not begin on schedule/delayed	10	2	12
New Program	8		
CDBG Program began on schedule	2		
Performance Measurements	**weight: 6**		
Subrecipient has history of not submitting reports timely	10	4	24
New Program	8		
Subrecipient has history of submitting reports timely	4		
Contract Experience History	**weight: 6**		
New Program	10	2	12
1 - 3 years	5		
4 years +	2		

Summary Risk Analysis Worksheet

Last Monitoring Visit	weight: 6		
New Program	10	4	24
Grant not renewed	10		
2 Years of More	7		
Less than 2 Years	4		
Corrective Action (Any Monitoring)	**weight: 4**		
Current Major Findings: Findings that would affect services, clients, or potential for payment error	10	0	0
New Program	8		
Current Concerns: Findings that require provider's action.	5		
No Findings	0		

Signature *Crystal Campbell* Date *9/23/2020*

Community Development Program Coordinator

Level of Risk		
Low Risk *148-325 points*	**Medium Risk** *326-425 points*	**High Risk** *426-658 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. Progress reports will be required quarterly.	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. Progress reports will be required monthly.	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 with quarterly reports to allow for closer evaluation of the project through desk monitoring. Progress reports will be required at least monthly.

Comments
The Boys and Girls Club has not had any major concerns. Staff will continue to offer technical assistance as needed.

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

Subrecipient Name: Boys and Girls Clubs of Ada County, Idaho, Inc.

Project Name: Scholarships for fee-based services

Program Year: 2020 Start Date: 10-01-20 End Date: 09-30-21

Colleen Braga Name	Executive Director Title
Colleen Braga Identifying Signature	Authorized to sign for (check all that apply): ☑ Financial ☑ Contractual

Name	Title
Identifying Signature	Authorized to sign for (check all that apply): ☐ Financial ☐ Contractual

Name	Title
Identifying Signature	Authorized to sign for (check all that apply): ☐ Financial ☐ Contractual

Signing authority for the above individuals is authorized by:

Colleen Braga Name	Executive Director Title
Colleen Braga Signature	9-24-20 Date

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

Subrecipient Name: Boys and Girls Clubs of Ada County, Idaho, Inc.

Project Name: Scholarships for fee-based Programs

Program Year: 2020 Start Date: 10-1-20 End Date: 9-30-21

Subrecipient maintains a policy for and complies with the following:

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

Is Subreceipient a nonprofit entity? ☑Yes ☐No

Per 2 CFR § 200.415 major nonprofit organizations[1] 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.

Colleen Bragg
Name

Executive Director
Title

Colleen Bragg
Signature

9-24-20
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

U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

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: Boys&GirlsClub.PY19-PY21

HEROS Number: 900000010096340

State / Local Identifier:

Project Location: 911 N Meridian Rd, Meridian, ID 83642

Additional Location Information:
N/A

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:
The Scholarship Program for the Meridian Boys & Girls Club provides support to low income Meridian families by giving their children access to some of the Club's extended services such as Sunrise Club (before school program,) Early Risers Program (Summer extended day program) and Kinder Club (supports kindergartners during the half day they are not in school.) This program is important as it keeps kids safe and learning during the hours that parents are at work, and it provides economic stability to some of our communities most disadvantaged families. The City anticipates using $13,000 of CDBG funding per year during each of the remaining years in the 2017-2021 Consolidated Plan. This Environmental Review will cover that span. CDBG funds will be used to assist an estimated 100 children access extended care services in the next three years. These services are provided at the Boy's and Girls Club and should not have an environmental impact. The Boys & Girls Club provides services throughout the year.

Level of Environmental Review Determination:
Activity / Project is Categorically Excluded Not Subject to per 24 CFR 58.35(b):
58.35(b)(2)

Funding Information

Grant Number	HUD Program	Program Name
103	Community Planning and Development (CPD)	Community Development Block Grants (CDBG) (Entitlement)

Estimated Total HUD Funded Amount: $13,000.00

Estimated Total Project Cost [24 CFR 58.2 (a) (5)]: $40,000.00

Mitigation Measures and Conditions [CFR 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

Preparer Signature: _____ **Date:** 7/26/19

Name / Title/ Organization: Crystal Campbell / / MERIDIAN

Responsible Entity Agency Official Signature: _____ **Date:** 26 JULY 2019

Name/ Title: CAleb Hood / Planning Division Manager

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environment Review Record (ERR) for the activity / project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

Attachment 6: Budget

Boys and Girls Clubs of Ada County Meridian Scholarship Program PY20 Project #117			Scholarships	Total	IDIS Voucher
		Award	$ 15,000.00	$ 15,000.00	
Draw #	Date	Timeframe			
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
		Total	$ -	$ -	
		Balance	$ 15,000.00	$ 15,000.00	