

**SUBRECIPIENT AGREEMENT**  
**AGREEMENT BETWEEN COUNTY OF MENDOCINO**  
**AND**  
**ROUND VALLEY INDIAN TRIBES**  
**FOR**  
**IMPLEMENTATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED ROUND**  
**VALLEY COMMUNITY CLEANUP PROGRAM**

THIS AGREEMENT, entered this 17th day of December, 2024 by and between the County of Mendocino (herein called the "Grantee") and Round Valley Indian Tribes (herein called the "Subrecipient").

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

WHEREAS, Grantee has obtained approval for the use of \$500,000 in Community Development Block Grant (CDBG) funding, in part to clean up illegal solid waste and junked vehicle dumping sites, also referred to as blight, within Round Valley through close collaboration with Subrecipient, in addition to the Mendocino County Resource Conservation District (MCRCD, or RCD), private contractors, and community groups. This effort shall be referred to as the Covelo and Round Valley Community Cleanup Program (the "Project"); and

WHEREAS Subrecipient and Grantee have identified specific sites for illegal solid waste and junk vehicle clean up in Round Valley; and

WHEREAS, Subrecipient and Grantee desire to enter into an agreement in which they will work together as partners to support the Project on lands under each of the Partner's separate jurisdictions; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds and set out the understanding of the Parties as to the respective roles and responsibilities as well as what actions will be required to carry out the cleanup and vehicle removal goals of the project; and

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

**A. SCOPE OF SERVICE**

**A. Activities**

The Subrecipient will be integral for the successful implementation of the tasks as referenced in Grant 21-CDBG-NH-20006, Round Valley Community Clean Up Program, in a manner satisfactory to the Grantee and the State and consistent with any standards required as a condition of providing these funds. These tasks include:

- Task 2: Capacity-building assistance for Round Valley Indian Tribes,

materials management, which includes training, procurement of necessary equipment for site cleanup, and other needs to implement site cleanup. Task two will be delivered through a collaboration of the Grantee and Subrecipient.

- Task 3: Develop signage and social media posts for an outreach campaign. The Grantee has entered a subrecipient agreement with MCRCD to develop signage and social media posts for the community outreach education work (task three of the project budget) and to support the community volunteer cleanup events (task four of the project budget). MCRCD will collaborate with the Subrecipient to complete these tasks.
- Task 4: Operation and support of community clean up. MCRCD will collaborate with the Subrecipient to complete these tasks.
- Task 5: Removal of at least two high visibility high-visibility illegal dump sites. To implement the removal and disposal of waste and junk vehicles at the identified sites, the Grantee may issue a Request for Proposals (RFP) to solicit competitively procured and grant reimbursable services by properly licensed private firms. The form of the RFP would be consistent with existing Grantee templates, and the RFP procedure would be consistent with the process required for CDBG eligibility.

B. Table of Responsibilities

Round Valley Community Clean Up Project | CDBG Grant 21-CDBG-NH-20006

Task	Action	Primary Responsible Party	Secondary Assistance
2	<b>Task 2: Capacity Building Assistance for Round Valley Tribes, Materials Management</b>		

<b>2.1</b>	Create and Manage a Request for Proposals (RFP) to remove junk vehicles from land under jurisdiction of the RVIT and the County	County of Mendocino	RVIT Natural Resources Dept/RVIT Tribal Admin
<b>2.2</b>	Contract with firm to remove junk vehicles from land under jurisdiction of the RVIT and from lands under jurisdiction of the County	County of Mendocino	RVIT Natural Resources Dept/RVIT Tribal Admin
<b>2.3</b>	Reimburse RVIT for HAZWOPER Specialist Certification Training for two employees or members of RVIT	County of Mendocino	RVIT Natural Resources Dept/RVIT Tribal Admin
<b>2.4</b>	Coordinate and reimburse RVIT for procurement of a "possum belly" trailer or other equipment to enhance RVIT's capacity to store and haul solid waste and recyclable materials from Tribal lands	County of Mendocino	RVIT Natural Resources Dept/RVIT Tribal Admin
<b>2.5</b>	Assist RVIT in arranging for disposal of solid waste and recyclable materials	County of Mendocino	RVIT Natural Resources Dept/RVIT Tribal Admin

## **2. Staff and Equipment Cost Reimbursement**

### **A. Responsibility of Grantee**

- i. Reimburse Subrecipient for actual cost of staff and equipment in accordance with the final activities and grant budget as approved by the State. Upon submittal of an invoice by Subrecipient to Grantee, Grantee would request funds from the State for reimbursement. Payment to Subrecipient would be made by Grantee upon approval by the State. The minimum anticipated process time between invoice submittal and payment is anticipated to be 90 days.
- ii. Grantee will also seek to utilize a portion of the grant funds awarded for payment of its staff and equipment costs utilized for the Project, using a procedure similar to that outlined in the above paragraph.

### **B. Responsibility of Subrecipient**

- i. For reimbursement of staff and equipment costs Subrecipient would submit to the Grantee invoices monthly with documentation of actual cost and time of staff, and equipment costs with maximum amounts for reimbursement set through the grant budget approved by the State. All documentation of costs must be in accordance with CDBG requirements.
- ii. Identify two employees or members of RVIT to receive HAZWOPER Specialist Certification.
- iii. Identify resources to load and haul trailer or other equipment purchased to assist with solid wastes from RVIT construction other needs of Subrecipient.

<b>Task</b>	<b>Action</b>	<b>Primary Responsible Party</b>	<b>Secondary Assistance</b>
<b>3</b>	<b>Task 3: Develop signage and social media posts for an outreach campaign, in close collaboration with Round Valley Indian Tribes and community leaders</b>		
<b>3.1</b>	Meet with interested community leaders including Tribal leaders and Tribal staff to determine needs, desired direction of public outreach campaign, and current capacity (Facebook page, etc.)	MCRCD/RVIT Tribal Admin/Local Community Advocate	County of Mendocino
<b>3.2</b>	Work with leaders and Tribal staff to hone anti-litter messages of interest and relevance to local Community	MCRCD/Local Community Advocate /RVIT Natural Resources Dept	County of Mendocino
<b>3.3</b>	Identify locations for signs and obtain legal permission to post signage.	MCRCD/Local Community Advocate	RVIT Natural Resources Dept
<b>3.4</b>	Hire and oversee graphic designer to create signage (as needed/if identified by Tribe and Community as desired)	MCRCD	Local Community Advocate /RVIT Natural Resources Dept
<b>3.5</b>	Oversee printing and installation of signage	MCRCD	Local Community Advocate /RVIT Natural Resources Dept
<b>3.6</b>	Identify and hire a local Community advocate to lead local community outreach, including social media posts	MCRCD	Local Community Advocate /RVIT Natural Resources Dept
<b>3.7</b>	Hire a Spanish bilingual translator to provide Spanish language translation for outreach materials and social media posts	MCRCD	Local Community Advocate /RVIT Natural Resources Dept
<b>3.8</b>	Assist local community advocate with public outreach and other media for a litter abatement campaign	MCRCD/Local Community Advocate	RVIT Natural Resources Dept
<b>3.9</b>	Provide verification of fulfillment of task obligations with invoice requesting payment for services	MCRCD	Local Community Advocate /RVIT Natural Resources Dept



### 3. Training & Community Outreach

#### A. Responsibility of Grantee

- i. Reimburse Subrecipient for actual cost of staff and equipment in accordance with the final activities and grant budget as approved by the State. Upon submittal of an invoice by Subrecipient to Grantee, Grantee would request funds from the State for reimbursement. Payment to Subrecipient would be made by Grantee upon approval by the State. The minimum anticipated process time between invoice submittal and payment is anticipated to be 90 days.
- ii. Grantee will also seek to utilize a portion of the grant funds awarded for payment of its staff and equipment costs utilized for the Project, using a procedure similar to that outlined in the above paragraph.

#### B. Responsibility of Subrecipient

- i. Collaborate with the Grantee, the MCRCD, and other grant-funded entities to help publicize volunteer cleanup events, help publicize amnesty events to collect tires, hazardous waste, etc.
- ii. Collaborate in development of signs and community outreach to discourage illegal dumping, with educational components related to the negative environmental impacts.

Task	Action	Primary Responsible Party	Secondary Assistance
<b>4</b>	<b>Task 4: Operation and support of community clean-up/ trash drop-off</b>		
<b>4.1</b>	Work with Tribal leaders and community organizers to ascertain needs, priorities, goals and challenges	MCRCD/Local Community Advocate /RVIT Natural Resources Dept	County of Mendocino
<b>4.2</b>	Work with Tribal leaders and Community organizers to identify dates, times and operational sites for Community cleanups and ensure legal access is available	MCRCD/Local Community Advocate /RVIT Natural Resources Dept	County of Mendocino
<b>4.3</b>	Hire & oversee RVIT to assist with clean up days. Arrange for personnel & equipment on site for drop-off & disposal	MCRCD	County of Mendocino
<b>4.4</b>	Publicize event(s)	MCRCD/ Local Community Advocate	RVIT Natural Resources Dept/County of Mendocino
<b>4.5</b>	Coordinate with Transfer Station / waste hauler for the project for dumpsters & disposal of waste from cleanups	MCRCD/RVIT Natural Resources Dept	County of Mendocino

<b>4.6</b>	Assist Tribal and local leaders in conducting the events and overseeing the work of the Clean Ups	MCRCD	RVIT Natural Resources Dept
<b>4.7</b>	Provide verification of fulfillment of Task obligations with invoice requesting payment for services	MCRCD	County of Mendocino

#### **4. Community Clean Ups**

##### **A. Responsibility of Grantee**

- i. Reimburse Subrecipient for actual cost of staff and equipment in accordance with the final activities and grant budget as approved by the State. Upon submittal of an invoice by Subrecipient to Grantee, Grantee would request funds from the State for reimbursement. Payment to Subrecipient would be made by Grantee upon approval by the State. The minimum anticipated process time between invoice submittal and payment is anticipated to be 90 days.
- ii. Grantee will also seek to utilize a portion of the grant funds awarded for payment of its staff and equipment costs utilized for the Project, using a procedure similar to that outlined in the above paragraph.

##### **B. Responsibility of Subrecipient**

- i. Collaborate with the Grantee, the MCRCD, and other grant-funded entities to help publicize volunteer cleanup events, help publicize amnesty events to collect tires, hazardous waste, etc.
- ii. For reimbursement of staff and equipment costs Subrecipient would submit to the Grantee invoices monthly with documentation of actual cost and time of staff, and equipment costs with maximum amounts for reimbursement set through the grant budget approved by the State. All documentation of costs must be in accordance with CDBG requirements.

Task	Action	Primary Responsible Party	Secondary Assistance
<b>5</b>	<b>Task 5: Removal of at Least Two (2) High Visibility Illegal Dump Sites</b>		
<b>5.1</b>	Write and release a Request for Proposals (RFP), to procure a waste disposal company that can complete illegal dump site cleanups	County of Mendocino	
<b>5.2</b>	Contract with procured waste disposal company	County of Mendocino	
<b>5.3</b>	Use competitively procured waste disposal company for removal of visible solid waste on identified sites	County of Mendocino	
<b>5.4</b>	Coordinate with RVIT to ensure legal access to selected sites for removal of visible solid waste.	County of Mendocino	RVIT Natural Resources Dept/RVIT Tribal Admin
<b>5.5</b>	Coordinate with RVIT and waste disposal company to arrange day/time for removal	County of Mendocino	RVIT Natural Resources Dept
<b>5.6</b>	Coordinate with RVIT and procured, licensed hauler to ensure junk vehicles associated with the sites are properly removed	County of Mendocino	RVIT Natural Resources Dept
<b>5.7</b>	Oversee waste disposal and car removal companies, including verification of fulfillment of contractual obligations and payment for services	County of Mendocino	RVIT Natural Resources Dept

## 5. Clean Up of High Visibility Illegal Dump Sites

### A. Responsibility of Grantee

- i. Allocate grant-funded resources to abate visible blight in the form of solid waste and junk vehicles on at least two of the three illegal dump sites identified by Subrecipient.
- ii. Allocate grant funding to abate additional illegal dump sites on Subrecipient lands subject to mutual agreement by both parties and project budget.
- iii. Issue a Request for Proposals (RFP) to solicit competitively procured and grant reimbursable services by properly licensed private firms for abatement services on mutually identified and agreed upon illegal dump sites by Grantee and Subrecipient. The form of the RFP would be consistent with existing Grantee templates, and the RFP procedure would be consistent with the process required for CDBG eligibility.
- iv. Provide Subrecipient or designee with an access agreement providing legal authority and indemnity to enter and abate the illegal dump sites mutually identified by Grantee and Subrecipient.

- v. Provide Subrecipient or designee with a rights of entry agreement providing legal authority to enter any additionally identified lands subject to Subrecipient jurisdiction if grant funds are available and the Grantee and Subrecipient have an advance written agreement.
- vi. Utilize grant funds awarded for junk vehicle removal from lands of Subrecipient. The Grantee would intend to allocate a maximum 75% of grant funds awarded for junk vehicle removal from lands of Subrecipient, with a priority on 'passenger-type' vehicles as opposed to 'other' vehicles.
- vii. Reimburse Subrecipient for actual cost of staff and equipment in accordance with the final activities and grant budget as approved by the State. Upon submittal of an invoice by Subrecipient to Grantee, Grantee would request funds from the State for reimbursement. Payment to Subrecipient would be made by Grantee upon approval by the State. The minimum anticipated process time between invoice submittal and payment is anticipated to be 90 days.
- viii. Grantee will also seek to utilize a portion of the grant funds awarded for payment of its staff and equipment costs utilized for the Project, using a procedure similar to that outlined in the above paragraph.

B. Responsibility of Subrecipient

- i. Assist Grantee with obtaining signatures for rights of entry agreements to enable Grantee or designee to enter onto illegal dump site locations and remove waste.
- ii. Subrecipient can elect to aggregate junk vehicles from lands of Subrecipient, on lands of Subrecipient for more efficient removal. Sites for junk vehicle aggregation should be centrally located and visible to the community so that they are less likely to be abused as new illegal dumping sites in the future.
- iii. Prior to any junk vehicle aggregation efforts by Subrecipient, Grantee and Subrecipient shall have entered into a written agreement to ensure that the number of vehicles which could be removed with Grantee grant funds is known, based on an actual award of funds and cost from a hauler. Further, careful coordination of any junk vehicle aggregation is necessary to ensure the way vehicles are placed is appropriate for the most efficient and lowest cost removal of the vehicles by the hauler.
- iv. For reimbursement of staff and equipment costs Subrecipient would submit to the Grantee invoices monthly with documentation of actual cost and time of staff, and equipment costs with maximum amounts for reimbursement set through the grant budget approved by the State. All documentation of costs must be in accordance with CDBG requirements.

C. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.\*

The Subrecipient certifies that the activities carried out under this Agreement will meet the CDBG National Objective of benefit to low- and moderate-income persons.

D. Levels of Accomplishment – Goals and Performance Measures

Task 2, 3, 4 and 5 defined above are to be completed within the timeframe defined in Section II Time of Performance.

E. Staffing

Subrecipient will be responsible for designating qualified staff for implementing Tasks 2, 3, 4 and 5.

F. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

1. **TIME OF PERFORMANCE**

Services of the Subrecipient shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date") and shall continue through December 31, 2025.

2. **BUDGET**

Task 2	\$51,445.60
Task 3	\$0.00 <i>(Task 3 is part of County's subrecipient contract with MCRCD)</i>
Task 4	\$16,656.00
Task 5	\$36,000.00
TOTAL	\$104,101.60



<b>Project:</b>	<b>Round Valley Community Cleanup Program</b>			
	<b>Budget for Round Valley Indian Tribes</b>			
<b>Task #2</b>	<b>Capacity Building Assistance for Round Valley Tribes, Materials Management</b>			
	Applicant Expenses	Total Cost	Grant Funding	
	Equipment/Possum Belly Trailer	\$40,000.00	\$40,000.00	
	Transport and disposal of possum belly	\$6,000.00	\$6,000.00	
	Travel	\$145.60	\$145.60	
	<b>Total Personnel Expenses</b>	<b>\$46,145.60</b>	<b>\$46,145.60</b>	
	Professional Services: Consulting	Total Cost	Grant Funding	
	Tribal Admin - Project Coordination	\$2,000.00	\$2,000.00	
	Tribal Haz Mat staff (2)	\$2,700.00	\$2,700.00	
	<b>Total Professional Services: Consulting</b>	<b>\$4,700.00</b>	<b>\$4,700.00</b>	
	Professional Services: Consulting Expenses	Total Cost	Grant Funding	
	Haz Mat Course (2 @ \$350)	\$600.00	\$600.00	
	<b>Total Professional Services: Consulting Expenses</b>	<b>\$600.00</b>	<b>\$600.00</b>	
	Task Cost Summary	Total Cost	Grant Funding	
	Applicant Expenses	\$46,145.60	\$46,145.60	
	Professional Services: Consulting	\$4,700.00	\$4,700.00	
	Professional Services: Consulting Expenses	\$600.00	\$600.00	
	<b>Task Total</b>	<b>\$51,445.60</b>	<b>\$51,445.60</b>	
<b>Task #4</b>	<b>Provide support to community volunteer cleanups</b>			
	Applicant Expenses	Total Cost	Grant Funding	
	Disposal fees	\$12,000.00	\$12,000.00	
	Materials/Supplies 2 (Office)	\$200.00	\$200.00	
	Equipment	\$3,000.00	\$3,000.00	
	Travel	\$1,456.00	\$1,456.00	
	<b>Total Personnel Expenses</b>	<b>\$16,656.00</b>	<b>\$16,656.00</b>	
	Task Cost Summary	Total Cost	Grant Funding	
	<b>Task Total</b>	<b>\$16,656.00</b>	<b>\$16,656.00</b>	
<b>Task #5</b>	<b>Removal and Disposal of at least Two High Visibility Illegal Dumps</b>			
	Professional Services: RVIT	Total Cost	Grant Funding	
	Tribal Haz Mat staff (2)	\$36,000.00	\$36,000.00	
	<b>Total Personnel Expenses</b>	<b>\$36,000.00</b>	<b>\$36,000.00</b>	
	Task Cost Summary	Total Cost	Grant Funding	
	<b>Task Total</b>	<b>\$36,000.00</b>	<b>\$36,000.00</b>	
	<b>Total RVIT</b>	<b>\$104,101.60</b>	<b>\$104,101.60</b>	

Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

### 3. **PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$104,101.60. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in the final project budget approved by the Grantee and prepared by the Subrecipient in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21 and 2 CFR 200.330-346.

### 4. **NOTICES**

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

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee:

County of Mendocino  
Attn: Xuyen Mallela, Executive  
Division Manager  
501 Low Gap, Room 1010  
Ukiah, CA 95482  
(707) 234-6650  
[mallelax@mendocinocounty.gov](mailto:mallelax@mendocinocounty.gov)

Subrecipient

Round Valley Indian Tribes  
Attn.: James Russ, Tribal Business  
Administrator  
77826 Covelo Road  
Covelo, CA 95428  
707-983-6126  
[jruss@rvit.org](mailto:jruss@rvit.org)

Grantee

Grantee: County of Mendocino

[Address] 501 Low Gap, Room 1010

[City, State, ZIP] Ukiah, CA 95482

[Telephone] 707-463-4441

[Fax Number] 707-463-5649

Subrecipient

Subrecipient: Round Valley Indian Tribes

[Address] 77826 Covelo Road

[City, State, ZIP] Covelo, CA 95428

[Telephone] 707-983-6126

[Fax Number] 707-983-6126

**5. SPECIAL CONDITIONS**

The Subrecipient shall comply with the requirements and provisions of Exhibit A, attached hereto and incorporated herein by this reference.

**6. GENERAL CONDITIONS**

**A. General Compliance**

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

**B. Insurance & Bonding**

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

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.310, Insurance.

**C. Grantee Recognition**

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

**D. Amendments**

The Grantee or Subrecipient 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 organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications

will be incorporated only by written amendment signed by both Grantee and Subrecipient.

E. Suspension or Termination

In accordance with 24 CFR 200.339 *et seq.*, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

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

If Subrecipient materially defaults in the performance of any of its duties or obligations under this Agreement, the Subrecipient either (1) must substantially cure the default within thirty (30) days after written notice is given specifying the default; or (2) with respect to those defaults which cannot reasonably be cured within thirty (30) days, must commence curing said default within thirty (30) days, proceed with all due diligence, and substantially cure the default within ninety (90) days. If Subrecipient is unable to do so, Grantee may, by giving written notice of termination to the Subrecipient, terminate this Agreement as of a date specified in the notice of termination (the "Termination Date"), such Termination Date being subsequent to the date of the notice of termination.

In accordance with 24 CFR 200.340, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, after providing the other party 30 days written notice in advance. This Agreement may be terminated for convenience in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

7. **ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with Subpart D of 24 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles



The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken.
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program.
- c. Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
- d. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
- e. Financial records as required by 24 CFR 570.502, and 24 CFR 200.334-338; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

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

3. Close-outs

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

4. Audits & Inspections



All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

C. Reporting and Payment Procedures

1. Program Income

There is no program income generated by the CDBG activities described in this agreement.

2. Indirect Costs

Indirect costs are not included in the budget.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Monthly Progress Reports to the Grantee in the form, content, as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR

200.317–327.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the project area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

8. **RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

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

9. **PERSONNEL & PARTICIPANT CONDITIONS**

A. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a

period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

c. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Religious Activities

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

- B. Subrecipient shall also comply with all requirements of the provisions of Exhibit B, attached hereto and incorporated herein by this reference.

**10. ENVIRONMENTAL CONDITIONS**

A. Air and Water

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

- Clean Air Act, 42 U.S.C. 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, 33 U.S.C. 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Sections 114 and 308 of the Clean Air Act, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

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

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 40 CFR 745. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

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

In general, this requires concurrence from the State Historic Preservation Officer for all



rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**11. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**12. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**13. WAIVER**

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

**14. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement. This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD

DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: UB (0402)

Line Item: 862189 (Project Code: UBNH1)

Grant: ☒ Yes ☐ No

Grant No.: 21-CDBG-NH-20006

CONTRACTOR/COMPANY NAME:

By: [Signature]

NAME AND ADDRESS OF CONTRACTOR:

Lewis Whipple, President

ROUND VALLEY INDIAN TRIBES

77826 COVELO ROAD

COVELO, CA 95428

COUNTY OF MENDOCINO

By: [Signature]

MAUREEN MULHEREN, Chair  
BOARD OF SUPERVISORS

Date: 12/17/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]

Deputy

12/17/2024

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]

Deputy

12/17/2024

INSURANCE REVIEW:

By: [Signature]

Risk Management

Date: 11/26/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]

Deputy CEO or Designee

Date: 11/26/2024

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: [Signature]

COUNTY COUNSEL

Date: 11/26/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☒  
Mendocino County Business License: Valid ☐  
Exempt Pursuant to MCC Section: \_\_\_\_\_

## **EXHIBIT A**

### **COUNTY OF MENDOCINO SERVICE AGREEMENT TERMS**

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Subrecipient is an Independent Contractor. Subrecipient is not the agent or employee of the Grantee in any capacity whatsoever, and Grantee shall not be liable for any acts or omissions by Subrecipient nor for any obligations or liabilities incurred by Subrecipient.

Subrecipient shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Subrecipient shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold Grantee harmless from any and all liability which Grantee may incur because of Subrecipient's failure to pay such amounts.

In carrying out the work contemplated herein, Subrecipient shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of Grantee.

Subrecipient does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and Grantee laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of Grantee is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the Grantee agency concerned.

Notwithstanding the foregoing, if the Grantee determines that pursuant to state and federal law Subrecipient is an employee for purposes of income tax withholding, Grantee may upon two (2) week's written notice to Subrecipient, withhold from payments to Subrecipient hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Subrecipient shall assume the defense of, indemnify, and hold harmless the Grantee, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the Subrecipient's negligence, recklessness, or willful misconduct in its performance of the services or its obligations under this Agreement, unless arising out the sole negligence or willful misconduct

of Grantee. "Subrecipient's performance" includes Subrecipient's action or inaction and the action or inaction of Subrecipient's officers, employees, agents and subcontractors. With respect to claims alleging Subrecipient's professional negligence or professional liability, Subrecipient's duty to defend obligation shall be met by reimbursing an indemnified party for indemnified party's costs of defense following a determination of Subrecipient's proportionate percentage of fault.

3. **WORKERS' COMPENSATION:** Subrecipient shall provide Workers' Compensation insurance, as applicable, at Subrecipient's own cost and expense and further, neither the Subrecipient nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

Subrecipient affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and Subrecipient further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. Subrecipient shall furnish to County certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and Subrecipient shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

4. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
5. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

## **EXHIBIT B**

### **REQUIRED PROVISIONS FOR CDBG-FUNDED CONTRACTS**

#### **1) General Provisions**

- a) This project is funded wholly or in part by the State of California Community Development Block Grant Program and is subject to both Federal and State regulatory requirements. The Subrecipient (which may also be referred to as “contractor” or “consultant” in this Exhibit B and its attachments) and its sub-contractors agree to comply with all State and Federal laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Subrecipient and any subcontractors. The Subrecipient further agrees to comply with all Federal laws and regulations applicable to the CDBG Program and with other Federal provisions as set forth below.
- b) These contract provisions shall apply to all work performed on the contract by the contractors own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- c) The contractor and its sub-contractors shall perform the project in accordance with Federal, State and local housing and building codes as are applicable.
- d) The contractor and its sub-contractors shall maintain at least the minimum State- required Worker's Compensation Insurance for those employees who will perform the contract activity(ies) or any part of it.
- e) The contractor and its sub-contractors shall maintain, if so required by law, unemployment insurance, disability insurance and liability insurance in an amount reasonable to compensate any person, firm, or corporation who may be injured or damaged by the contractor or any sub-contractor in performing the project or any part of it.
- f) The contractor and its sub-contractors shall permit the State, Federal government, the Bureau of State Audits, the Department of Housing and Community Development, the County of Mendocino and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to the agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

#### **2) Non-Discrimination Clause**

- a) The Contractor shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program or Project.



### 3) Equal Opportunity

#### **Federal Provisions - 41 CFR 60-1.4(a) Government Contracts.**

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

- i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without discrimination based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) 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.
- ii) 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 consideration for employment without discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- iv) 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.
- v) 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.
- vi) 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.

- vii) 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 in 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.
- viii) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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:
- ix) 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.
- b) 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.
- c) 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.
- d) 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.

#### **State Provisions - State Nondiscrimination Clause**

- e) This section is applicable to all Contracts and Subcontracts.

- f) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.).
- g) Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- h) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all Subcontracts to perform work under the Contract.

4) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

- a) If subcontracts are to be let, Contractor must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible:
  - i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
  - v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

5) Copeland "Anti-Kickback" Act (18 U.S.C. 874)

- a) The Contractor agrees that it will comply with the Copland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this contract, the Copland "Anti-Kickback" Act make is unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the

construction or repair of public buildings or public works, financed in whole or part in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

6) "Section 3" Clause

- a) Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

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

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

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

- b) Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments



under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- c) Subcontracts. The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 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.

#### 7) State Labor Standard Provisions

- a) All contractors and subcontractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.
- b) All contractors and subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.
- c) Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay. All primary contractors and subcontractors who are listed on a bid proposal for a public works project must be registered with the Department of Industrial Relations. This is in accordance with Labor Code section 1771.1(a). No primary contractor or subcontractor can be awarded a public works contract unless registered with the Department of Industrial Relations (Labor Code section 1725.5).

#### 8) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)

- a) 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.
  - i) **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.
  - ii) **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.

- iii) ***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.
- iv) ***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.

#### **State of California Labor Code § 1810 and §1811**

- b) Contractor and subcontractors shall comply with Labor Code §1810 and §1811 which stipulates that eight-hour labor constitutes a legal day's work, and §1812 which stipulates that the contractor and subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work performed under the terms of the contract. Failure to comply with these sections of the of the Labor Code will subject the contractors to penalty and forfeiture provisions of the Labor Code §1813.

#### **9) Architectural Barriers Act and the Americans with Disabilities Act**

- a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, people with physical disabilities. A building or facility designed, constructed, or altered with funds allocated or reallocated under this subpart after November 21, 1996 and that meets the definition of residential structure as defined in 24 CFR 40.2, or the definition of building as defined in 41 CFR 101-19.602(a), is subject to the requirements of the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards. For general type buildings, these standards are in appendix A to 41 CFR part 101-19.6. For residential structures, these standards are available from the Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Disability Rights Division, Room 5240, 451 Seventh Street, SW, Washington, DC 20410; telephone (202) 708-2333 (voice) or (202) 708-1734 (TTY) (these are not toll-free numbers).

#### **10) Section 504**

- a) The Contractor will comply with Section 504: Rehabilitation Act of 1974, Executive Order 11063 and all other Federal Rules and Regulations. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of their disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives CDBG assistance.

11) Drug-Free Workplace

- a) Contactor, by signing this agreement, hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. This requirement is applicable to all Contracts and Subcontracts of \$100,000 or more.

12) Child Support Compliance Act

- a) Contractor acknowledges and agrees to the following:
  - i) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the California Family Code; and
  - ii) The Contractor, to the best of their knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

13) Rights to Inventions

- a) **Rights to Inventions.** If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
- b) **Patent Rights.** The GRANTEE is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. GRANTEE is the owner of any invention or discovery that is produced during the time of this contract and related to the project. At any time during the term of this Agreement, at the request of County, Contractor and/or sub-contractor shall deliver to County all inventions, findings, writings, records, and information created or maintained pursuant to this Agreement. The term "writings" includes, but is not limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photo statting, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, electronic files, or combinations thereof.
- c) **Copyrights and rights in data.** This section is applicable to all Contracts and Subcontracts. Definitions. As used in this clause—
  - i) "Data" means recorded information, regardless of form or the media on which it may be

recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

- ii) "Unlimited rights" means the rights of the GRANTEE to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others

#### 14) Energy Efficiency

- a) The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the California energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- b) The Contractor is encouraged to implement green infrastructure policies to the extent practicable and is encouraged, where appropriate, to utilize construction methods that emphasize high quality, durability, energy efficiency, a healthy indoor environment, sustainability, and water or mold resistance, including how it will support adoption and enforcement of modern building codes and reduction of hazard risk, including possible sea level rise, storm surge, and flooding. All rehabilitation, reconstruction, and new construction should be designed to incorporate principles of sustainability, including water and energy efficiency, Resilience, and mitigating the impact of future disasters. Whenever feasible, Contractor should follow best practices such as those provided by the U.S. Department of Energy Home Energy Professionals: Professional Certifications and Standard Work Specifications.

#### 15) Debarment and Suspension (Executive Orders 12549 and 12689)

- a) A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

#### 16) Procurement of Recovered Materials

- a) A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the

item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

17) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- a) In the performance of this Agreement, Contractor is prohibited from using covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. Unless otherwise set forth in Public Law 115-232, section 889, The term "covered telecommunications equipment or services" means any of the following:
  - i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) The provisions in this section shall be included in all subcontracts.

18) Domestic Preferences for Procurements

- a) In the performance of this Agreement, Contractor shall, as appropriate and to the greatest extent practicable, purchase, acquire, and/or use goods, products, and materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.
- b) For purposes of this section:
  - i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer- based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**CONSULTANT'S/SUB-CONSULTANT'S  
CERTIFICATION CONCERNING ANTI-LOBBYING**

The Consultant shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) 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 no more than \$100,000 for such failure. "The undersigned certifies, to the best of his or her knowledge or belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions.

(Consultant/Sub-consultant)

By

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title Date

\_\_\_\_\_



# DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

## 1. Type of Federal Action:

☐

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

## 2. Status of Federal Action:

☐

- a. bid / offer / application
- b. initial award
- c. post-award

## 3. Report Type:

☐

- a. initial
- b. material change

For Material Change Only:  
year  
quarter  
date of last report

## 4. Name and Address of Reporting Entity

☐

Prime

☐

Subawardee

Tier\_\_\_\_, if known

Congressional District, if known

## 6. Federal Department/ Agency:

## 8. Federal Action Number, if known:

## 10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)

## 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

## 7. Federal Program Name/Description:

CFDA Number, if applicable \_\_\_\_\_

## 9. Award Amount, if known:

## b. Individuals Perform Services (including address if different from No. 10a) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

## 11. Amount of Payment (check all that apply)

\$ \_\_\_\_\_ ☐ actual ☐ planned

## 12. Form of Payment (check all that apply):

☐

a. cash

☐

b. in-kind; specify: nature\_\_\_\_  
value\_\_\_\_\_

## 13. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e. deferred
- ☐ f. other, specify \_\_\_\_\_

## 14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

## 15. Continuation Sheet(s) attached: Yes

No

16. Information requested through this form is authorized:  
Title 31 U.S.C. Section 1352. This disclosure of lobbying  
reliance was placed by the tier above when his transaction  
was made or entered into. This disclosure is required  
pursuant to 31 U.S.C. 1352. This information will be reported  
to Congress semiannually and will be available for public  
inspection. Any person who fails to file the required  
disclosure shall be subject to a civil penalty of not less than  
\$10,000 and not more than \$100,000 for each failure.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Date: \_\_\_\_\_

## **INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM**

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, County, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub awardee" then enter the full name, address, County, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, County, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

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

## CONSULTANT'S CERTIFICATION CONCERNING CONFLICT OF INTEREST

### **By submitting its proposal the consultant certifies as follows:**

**I am aware and in compliance with the following provisions regarding Conflict of Interest of Consultants:**

#### **1. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials**

Pursuant to 24 CFR 570.611, no member, officer, or employee of the County, or its designees or agents, no member of the governing body of the locality in which the project is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

#### **2. Conflict of Interest of Certain Federal Officials**

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise from the same.

Signed: \_\_\_\_\_  
Consultant

By: \_\_\_\_\_  
Print Name and Title

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

**STATE OF CALIFORNIA  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

***BEFORE COMPLETING THIS CERTIFICATION, READ INSTRUCTIONS BELOW***

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

**Grant Number:**

**Name of Participant:**

**Address of Participant:**

**Name of Authorized Representative:**

**Title of Authorized Representative:**

---

**Signature**

**Date**



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

[END OF CDBG CONTRACT PROVISIONS]