

**FY 2020-21 – Community Development Block Grant Program**  
**SUBRECIPIENT AGREEMENT CD20104101**  
**VENTURA COUNTY LIBRARY SYSTEM**

**TABLE OF CONTENTS**

I.	RECITALS .....	1
II.	GENERAL AWARD INFORMATION .....	1
III.	SCOPE OF SERVICE .....	2
	A. Activities .....	2
	B. National Objectives .....	2
	C. Levels of Accomplishment.....	3
	D. Staffing .....	3
	E. Performance Monitoring .....	3
IV.	TIME OF PERFORMANCE AND TERM OF AGREEMENT.....	3
V.	PAYMENT .....	3
VI.	REPORTING .....	4
	A. Quarterly Status Reports (QSR).....	4
	B. Annual Reports. ....	5
	C. Annual Certification of Continued Usage .....	5
VII.	NOTICES.....	5
VIII.	SPECIAL CONDITIONS .....	6
	A. Procurement.....	6
	B. Intergovernmental Review of Federal Programs.....	6
	C. Code Enforcement .....	6
	D. Ventura County Continuum of Care .....	6
	E. Broadband Infrastructure.....	6
IX.	GENERAL CONDITIONS .....	6
	A. General Compliance.....	6
	B. “Independent Contractor” .....	7
	C. Hold Harmless.....	8
	D. County Recognition .....	8
	E. Modifications / Agreement Amendments.....	8
	F. Non-compliance .....	9
	G. Termination/Suspension.....	9
	H. Availability / Obligation of Funds .....	10

I.	Insurance Provisions.....	10
J.	Contract Bonds .....	11
X.	ADMINISTRATIVE REQUIREMENTS.....	12
A.	Financial Management.....	12
B.	Documentation and Record-Keeping .....	12
C.	Reporting and Payment Procedures .....	14
D.	Procurement.....	16
E.	Use and Reversion of Assets .....	17
F.	Relocation, Real Property Acquisition and Displacement .....	18
XI.	PERSONNEL AND PARTICIPANT CONDITIONS.....	18
A.	Civil Rights .....	18
B.	Affirmative Action .....	20
C.	Employment Restrictions.....	21
D.	Conduct.....	23
XII.	ENVIRONMENTAL CONDITIONS .....	26
A.	General Environment Responsibilities. ....	26
B.	Flood Disaster Protection.....	26
C.	Lead-Based Paint.....	27
D.	Historic Preservation. ....	27
XIII.	OTHER PROVISIONS.....	27
A.	Entire Agreement. ....	27
B.	Requests for Technical Assistance. ....	27
C.	Authority to Bind.....	28
D.	Applicable Law. ....	28
E.	Approval. ....	28
F.	Permits / Licenses.....	28
XIV.	SUBRECIPIENT CERTIFICATION.....	28
XV.	APPENDIX A - BUDGET .....	30

**FY 2020-21 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
SUBRECIPIENT AGREEMENT CD20104101**

THIS SUBRECIPIENT AGREEMENT ("Agreement") **CD20104101** is entered into between the **COUNTY OF VENTURA** as Recipient, hereinafter referred to as County; and **VENTURA COUNTY LIBRARY SYSTEM**, hereinafter referred to as Subrecipient.

**I. RECITALS**

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

WHEREAS, the County wishes to engage the Subrecipient to assist the County in utilizing such funds as described in the County's Action Plan, as amended (the "Action Plan"), approved by the Board of Supervisors May 5, 2020; and

WHEREAS, the CDBG funds made available for use by the Subrecipient under this Agreement constitute a subaward of the County's Federal award from the U. S. Department of Housing and Urban Development (HUD), the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the County's Federal award; and

NOW, THEREFORE, the parties mutually agree to the terms described in this Agreement.

**II. GENERAL AWARD INFORMATION**

Contact information:

County

Christy Madden  
Senior Deputy Executive Officer  
County of Ventura  
800 South Victoria Avenue, L#1940  
Ventura, CA 93009  
Phone: 805-654-2679

Subrecipient

Nancy Schram  
Library Director  
Ventura County Library System  
5600 Everglades Street, Suite A  
Ventura, CA 93003  
Phone: 805-677-7158  
ID: 039974761

Federal Award Identification Number: B-20-UC-06-0507

Federal Award Date: Will be provided in the Authorization to Obligate Funds and Incur Costs

Federal Awarding Agency: Department of Housing and Urban Development

Catalog of Federal Domestic Assistance (CFDA) Number and Name: 14.218; Community Development Block Grants/Entitlement Grants

Amount of Federal Funds obligated to Subrecipient: **\$750,000**

This award will not be used for Research and Development.

The amount obligated by this Agreement may not represent all Federal Funds obligated to the Subrecipient by the County, either under this Federal Award or any others.

The Subrecipient shall maintain an account with City Data Services (CDS), and shall submit all required reports, documents, insurance, payments requests, etc. as required elsewhere in this agreement:

[www.citydataservices.com](http://www.citydataservices.com)

### III. **SCOPE OF SERVICE**

#### A. **Activities**

The Subrecipient will be responsible for administering the following program: **Fillmore Library Expansion Project** (herein after referred to as the “Program”). The Program will be administered in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds, including the FY 2020-21 funding application.

##### 1. **Scope of Work**

The Scope of Work shall include the following activities eligible under the Community Development Block Grant (CDBG) Program:

Fillmore Library Improvements and New Meeting Room Construction. The scope of work entails the construction of a 2,494 square foot addition to the existing 2,960 square foot library, to include a new meeting room and innovation lab, new community classroom, new reading room, new computer lab, two new study rooms, and new toilet rooms. The facility will be brought up to current ADA and safety codes, and all systems will be addressed.

##### 2. **General Administration**

The Subrecipient will provide program management and general administrative services to support the Program as described above. Administrative support includes but is not limited to the following: data collection and analysis, preparation and submission of quarterly, year-end, and close-out reports, budget preparation and submission of demands for reimbursement, and any other function that will ensure compliance with this Program Agreement and applicable Federal regulations as expressed herein. Expenses incurred for General Administration are not reimbursable under this Agreement.

#### B. **National Objectives**

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this agreement meet the CDBG Program’s national objective of benefit to low- and moderate- income persons (LMI).

The community served by the Program is in an area that qualifies under “area benefit” as defined by HUD. Area benefit activities are activities, the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low-and moderate-income persons.

**C. Levels of Accomplishment**

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to operate the Program throughout the term of this Agreement. The Subrecipient is responsible for employing a trained and qualified staff and a sufficient number of volunteers needed to carry out the Program.

The primary performance measurement of the Program shall be:

Assistance to 16,510 Persons

**D. Staffing**

Subrecipient shall inform the County in writing, within ten (10) working days, of any changes in staff that occur during the term of this Agreement and also make such changes in CDS under the Admin Info tab, as necessary.

**E. Performance Monitoring**

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

**IV. TIME OF PERFORMANCE AND TERM OF AGREEMENT**

The term of this Agreement shall commence on July 1, 2020 and shall terminate at such time as the project activities are completed and the allocated monies are expended or reprogrammed, or unless terminated by either party for cause or convenience.

**V. PAYMENT**

To the extent practicable, the use of CDBG funds shall be used before other funds provided to this Program. Demands for the payment of eligible expenses shall be based upon information submitted by the Subrecipient consistent with the approved Agreement Budget, attached hereto and made a part hereof as Appendix A, and with the County payment policy as follows:

- The Subrecipient shall submit an Expense Summary (ES), Request for Reimbursement (RfR), and supporting documents for payment via the CDS website by the 10th day of each month.
- The County will make all reasonable attempts for payment of accurate and approved RfRs within thirty (30) days of receipt. However, if the required back up documentation

is missing or inadequate, the reimbursement request may be held over until such documentation is provided.

- ES and RfRs may be submitted no more often than once a month and no less frequently than once every three (3) months for projects incurring expenses, unless otherwise agreed to by the County.
- The payment of demands is contingent upon the timely submission of quarterly reports and any other required reports and/or documents.
- Due to HUD timeliness of expenditure requirements, failure to submit reimbursement requests in a timely manner will constitute noncompliance with this Agreement and may lead to reallocation of project funds.
- To facilitate the County's financial year-end closing process, final payment request for expenses incurred through June 30<sup>th</sup> of each program year must be submitted no later than August 10<sup>th</sup> of that program year. Reimbursement requests submitted after this date, or with missing or inadequate backup documentation, may be denied and permanently forfeited.

## **VI. REPORTING**

Subrecipient agrees to supply to County, within a period of time specified by County, after conclusion of report period or specific request, progress reports and/or other documentation as may be required by the County to audit performance of this Agreement and/or to enable the County to analyze and evaluate utilization of the Program. Subrecipient shall maintain separate accounting and financial records for each funding (revenue) source in support of the Program. Reports will be submitted through the CDS website.

### **A. Quarterly Status Reports (QSR).**

QSRs shall address project status and, if applicable, explanation of any problems/delays encountered and/or anticipated and measures to be taken to correct such problems; revised milestones including anticipated schedule for project completion; direct benefit statistics. In addition, Subrecipient shall provide as part of the progress report, any citizen comments received during the reporting period relative to the project(s), any responses to such comments, and additional project information, as needed. Subrecipients shall submit such report quarterly within twenty-one (21) days of the close of the report period.

Reporting periods are defined in the table below:

<b><u>Quarter</u></b>	<b><u>Period to be covered</u></b>	<b><u>Due Date</u></b>
1	July 1, 2020 through September 30, 2020	October 21, 2020
2	October 1, 2020 through December 31, 2020	January 21, 2021
3	January 1, 2021 through March 31, 2021	April 21, 2021

**B. Annual Reports.**

A Year-end report covering the entire program year is due no later than August 15, 2021. This report shall consist of an overview and evaluation of the project, a comparison of milestones' progress, total costs, funding sources leveraging report, listing of files, listing of personnel, and other reasonable information requested by the County.

Additional input for the Consolidated Annual Performance and Evaluation Report (CAPER) may be requested in mid-July, due Mid-August.

If applicable, Davis-Bacon reporting will be requested in late September and will be due generally not later than October 5<sup>th</sup>, and in late March, due generally not later than April 5<sup>th</sup>.

**C. Annual Certification of Continued Usage**

Subrecipients that use CDBG funding for new construction, acquisition, or substantial rehabilitation are required to operate their facilities for the primary benefit (at least 51%) of CDBG eligible individuals for at least five (5) years. Once the facility is put into operation, Subrecipient shall prepare and submit annually a Certification of Continued Usage for CDBG Project, no later than July 30<sup>th</sup> of each year.

**VII. NOTICES**

Subrecipient shall notify County, within ten (10) working days or less, of any of the following changes:

- Loss of Non-Profit Status;
- Pending suspension or debarment; or
- Change in Leadership of the Organization or changes in staff administering this subrecipient agreement.

All notices required by this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF).

Any notice shall be deemed to have been given on (i) the day such notice is personally delivered, (ii) three (3) days after such notice is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice is sent by overnight courier, or (iv) the day such notice is sent electronically, provided that the sender has received a confirmation of such electronic transmission.

All notices and other written communication concerning this Agreement and/or any amendments hereto shall be directed to the County as identified under the General Award Information section of this Agreement.

## **VIII. SPECIAL CONDITIONS**

### **A. Procurement**

When any method other than micro-purchases or small purchase procedures are used (as described elsewhere in this Agreement), Subrecipient shall obtain County approval of their proposed bid packet/request for proposal prior to releasing an invitation to bid. A Bid Packet Toolkit is available on the County website at:

<http://www.ventura.org/community-development/policies-and-guidelines>

Note: Construction projects and any activity subject to Davis-Bacon may not use micro-purchases or small purchase procedures.

### **B. Intergovernmental Review of Federal Programs**

Subrecipient shall comply with Executive Order 12372, which requires State Clearinghouse review and comment of any HUD project for the planning, construction, reconstruction and/or installation of water or sewer facilities, except that the Subrecipient does not assume the County's responsibility for intergovernmental review.

### **C. Code Enforcement**

For Code Enforcement programs, Subrecipient shall comply with the County's Code Enforcement Policy, available online at:

<http://www.ventura.org/community-development/policies-and-guidelines>

### **D. Ventura County Continuum of Care**

For programs serving those who are homeless or at-risk of homelessness, the Subrecipient agrees to participate in the Pathways to Home coordinated entry system, and enter data into the Homeless Management Information System (HMIS) when applicable. Participation shall be demonstrated by the Subrecipient entering into a Ventura County Continuum of Care (VC CoC) Memorandum of Understanding (MOU), available online at:

<http://www.venturacoc.org/for-providers/coc-documents>

### **E. Broadband Infrastructure**

Any new construction or substantial rehabilitation, as substantial rehabilitation is defined by 24 CFR 5.100, of a building with more than 4 rental units, for which CDBG funds are first obligated by the recipient on or after April 19, 2017, must include installation of broadband infrastructure, as this term is also defined in 24 CFR 5.100, except as otherwise provided for under 24 CFR 570.204(a)(5).

## **IX. 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 subparts J and K of these



regulations, except the (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

1. Subrecipient is responsible for preparing, at its sole expense, the appropriate Environment Review (ER) per 24 CFR Part 58; the ER shall be submitted to the County for approval and certification prior to the County's issuing an Authorization to Obligate Funds and Incur Costs. The ER shall be completed by a qualified person or consultant, and entered directly into the HUD Environmental Review Online System (HEROS) for County review.
2. Subpart J (24 CFR 570.500–570.513) addresses general responsibilities for grant administration, including the applicability of uniform administrative requirements, provisions of Subrecipient Agreements, program income, use of real property, record keeping and reporting, and closeout procedures.
3. Subpart K (24 C.F.R. 570.600–570.614) deals with other program requirements of the CDBG program, including civil rights; labor standards; environmental standards; flood insurance; relocation; displacement; acquisition; employment and contracting opportunities; lead-based paint; use of debarred, suspended, or ineligible contractors; uniform administrative requirements and cost principles; and conflicts of interest.

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

**B. “Independent Contractor”**

It is understood and agreed that Subrecipient is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. Subrecipient will not be entitled to any benefits payable to employees of County, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. County is not required to make any tax or benefit deductions from the compensation payable to Subrecipient under the provisions of this Agreement. As an independent contractor, Subrecipient hereby agrees to indemnify and hold County harmless from any and all claims that may be made against the County, based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

If, in the performance of this Agreement, any third persons are employed by Subrecipient, such persons will be entirely and exclusively under the direction, supervision and control of Subrecipient. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Subrecipient. County will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

**C. Hold Harmless**

All activities and/or work covered by this Agreement will be at the risk of Subrecipient alone. Subrecipient agrees to defend (at County's request), indemnify and hold harmless the County, its boards, agencies, departments, officers, employees, designated agents and assigned volunteers, from and against any and all claims, lawsuits - whether against Subrecipient, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Subrecipient, which result from Subrecipient's negligent acts, errors or omissions or willful wrongful conduct, save and except claims or litigation arising through the active negligence or wrongdoing and/or willful misconduct of County.

**D. County Recognition**

The Subrecipient shall ensure recognition of the role of the County 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.

**E. Modifications / Agreement Amendments**

County 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 both organizations, and (except as expressly provided below) approved by the County Board of Supervisors. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Subrecipient from its obligations under this Agreement.

Should Federal or State regulations, laws, policies or funding amounts touching upon the subject of this Agreement be adopted or revised during the term hereof, this Agreement shall be deemed amended to assure conformance with such Federal and State requirements. Notwithstanding the foregoing, 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 County and Subrecipient.

Subject to the Payment Limit, and any required State or Federal approvals, minor changes to only the Agreement Budget and the Scope of Work may be made by a written administrative amendment executed by the Subrecipient and the County CDBG Program Manager, provided that such administrative amendments do not substantively change the Agreement Budget or the Scope of Work.

A written amendment executed by each party to this Agreement shall be required in order to change total funds obligated to the project, and/or Project scope/activities, location, beneficiaries, or level of service.

Significant changes in the scope of work shall be construed to apply to the following circumstances:

1. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed scope of work; or
2. When a major item of work, as defined elsewhere in the scope of work, is increased in excess of 125 percent or decreased below 75 percent of the original Agreement quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original Agreement item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

F. **Non-compliance**

Failure to meet established performance goals and standards and/or non-compliance with applicable rules and regulations shall constitute non-compliance with the terms of this Agreement. In accordance with 2 CFR 200.338, the County may, after offering technical assistance to rectify non-compliance, use one or more remedies which include (but are not limited to) the following:

1. Temporarily withhold cash payments pending correction of deficiencies by Subrecipient.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the Agreement.
4. Withhold further awards for the program.
5. Take other remedies that may be legally available.

G. **Termination/Suspension**

1. **Termination of Agreement for Cause:**

The parties hereto understand that pursuant to the County's execution of the HUD application, County assumed responsibility as to the performance of the Program. If through any cause Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement to undertake, conduct or perform the Program identified in this Agreement, or if Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, County shall thereupon have the right to terminate and specifying the effective date thereof at least five days before the effective date of such termination. Notwithstanding the above, Subrecipient shall not be relieved of liability to County for damages sustained by County by virtue of any payments to Contractors for the purpose of set-off until such time as the exact amount of damages due County from Subrecipient is determined. Notwithstanding any other provisions of this Agreement, Subrecipient, by entering into this Agreement and the previous Cooperating Agreement, where applicable, does not waive or impair to any degree whatever, immunity from suit or damages to which it may legally be entitled.

## 2. Termination of Agreement for Convenience:

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

## H. Availability / Obligation of Funds

Funding of this Agreement is contingent on the availability of CDBG funds and continued federal authorization for program activities, and is subject to amendment or termination due to lack of funds or authorization.

The Subrecipient shall not obligate any funds, incur any costs, or initiate identified project(s) until all environmental reviews have been completed and certified, and the County has issued a written notice of "Authorization to Obligate Funds and Incur Costs."

## I. Insurance Provisions

1. Subrecipient, at its sole cost and expense, will obtain and maintain in full force during the term of this Agreement the following insurance:
  - a. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence, and \$2,000,000 annual aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual liability.
  - b. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Subrecipient and Employer's Liability in the minimum amount of \$1,000,000.
  - c. Course of Construction (Builders' Risk/Installation Floater) coverage, (as applicable) for not less than one hundred percent (100%) of the contract price.
  - d. Subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with CDBG funds as provided to property owned by the Subrecipient. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.
2. All insurance required will be primary coverage with regard to County and any insurance or self-insurance maintained by County will be excess of Subrecipient's insurance coverage and will not contribute to it.
3. County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
4. The County, its boards, agencies, departments, officers, employees, agents and volunteers are to be named as "Additional Insureds" with regard to work done by

Subrecipient under the terms of this Agreement on all policies required (except Workers' Compensation).

5. Subrecipient agrees to waive all rights of subrogation against the County, its boards, agencies, departments, officers, employees, agents and volunteers for losses arising directly or indirectly from the activities and/or work performed by Subrecipient under the terms of this agreement (applies only to Commercial General Liability and Workers' Compensation).
6. Policies will not be canceled, non-renewed or reduced in scope of coverage until after 60 days written notice has been given to the County's County Executive Office (CEO).
7. Subrecipient agrees to provide County with the following insurance documents on or before the effective date of this Agreement:
  - a. Certificates of Insurance for all required coverages.
  - b. Additional Insured endorsements.
  - c. Waiver of Subrogation endorsements (also known as: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).
  - d. 60 Days' Notice Cancellation Clause endorsements.

All required documents, including subsequent renewals, shall be uploaded by the Subrecipient to the CDS website.

Failure to provide these documents may be grounds for immediate termination or suspension of this agreement.

It is the responsibility of the Subrecipient to confirm that all terms and conditions of the Insurance Provisions are complied with by all Subcontractors that Subrecipient may use for the completion of this Agreement.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Subrecipient for liability in excess of such coverage, nor shall it preclude County from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law.

#### **J. Contract Bonds**

The Subrecipient shall ensure that two good, sufficient bonds are provided. Before construction begins, the Subrecipient shall file surety bonds with the County to be approved by the County Clerk in the amounts and for the purposes noted below. Bonds issued by a surety who is listed in the latest version of United States Department of the Treasury's Listing of Approved Sureties (Department Circular 570), who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the contract shall be deemed to be approved unless specifically rejected by the County.

1. The "Payment Bond" (Material and Labor Bond) shall be for not less than 100 percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by Subrecipient on the project. The Bond shall be maintained by the Subrecipient in full force and effect until the project is accepted by the County, and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.
2. The "Performance Bond" shall be for 100 percent of the contract price to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the County, and that all materials and workmanship will be free from original or developed defects. The Bond must remain in effect until the end of all warranty periods as set forth in the contract.

Should any bond become insufficient, the Subrecipient shall renew the bond within 10 days after receiving notice from the County.

Should any Surety at any time be unsatisfactory to the County Clerk, notice will be given to the Subrecipient to that effect. No further payments shall be deemed due or will be made under the contract until a new Surety shall qualify and be accepted by the County Clerk.

Changes in the project or extensions of time, made pursuant to this Contract, shall in no way release the Contractor or Surety from their obligations. Notice of such changes or extensions shall be waived by the Surety.

## **X. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards.**

The Subrecipient agrees to comply with 24 CFR 507.502 and the applicable sections of 2 CFR 200.302 through 2 CFR 200.309 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 24 CFR Part 570.502 and the applicable sections of 2 CFR Part 200, Subpart E, for all costs incurred whether charged on a direct or indirect basis. Subrecipient shall use the de minimis rate for indirect costs, per 2 CFR 200.414.

### **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, and satisfactory to County staff, and 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 - (1) benefit low/moderate income persons; (2) aid in the prevention or elimination of slums or blight; (3) meet community development needs having a particular urgency - as defined in 24 CFR 570.208;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333 (as amended by Federal Register, Volume 80, No. 234); and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

## 2. Retention.

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to services performed and expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all litigation, claims, Federal audits, negotiation or other actions that involve any of the records cited, whichever occurs later. Records for activities subject to the reversion of assets provisions at 2 CFR 570.503(b)(7) or change of use provisions at 570.505 must be maintained for as long as those provision continue to apply to the activity. Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables for liabilities have been satisfied.

## 3. Client Data.

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

## 4. Disclosure.

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records.

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold with the grant monies. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.505 for a minimum of five years after closeout of the Program. The Subrecipient must inform the County of any change to the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made during this five year period.

6. Close-Outs.

Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: submission of close-out report, making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the County), 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 HUD funds, including program income.

7. Audits & Inspections.

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, their designees or the Federal government, at any time during normal business hours, as often as the County or grantor agency deems 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 thirty (30) days after notice of the deficiencies is delivered to the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or other remedies as identified elsewhere in this Agreement. The Subrecipient hereby agrees to have an annual audit conducted in accordance with current County policy concerning Subrecipient audits and 2 CFR Part 200, Subpart F.

C. Reporting and Payment Procedures

1. Program Income.

The Subrecipient shall report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may only use such income during the Agreement term for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County upon expiration or earlier termination of the Agreement, unless specific written amendments are made between the County and the Subrecipient. Any interest



earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County. Further information on program income can be found in the County's Program Income and Reuse – Policy and Procedures, located on the County website at:

<http://www.ventura.org/community-development/policies-and-guidelines>

2. Fiscal Control.

The Subrecipient shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Subrecipient shall establish such fiscal controls and fund accounting procedures as required by federal regulations, or as may be deemed necessary by HUD and the County to assure the proper disbursement of, and accounting for, HUD funds paid to the Subrecipient.

3. Payment Procedures.

The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with the approved Agreement Budget. With the exception of certain advances (such as deposits to escrow accounts), payments will be made on a reimbursement basis for eligible expenses actually paid by the Subrecipient up to the Payment Limit. Any funds remaining shall revert back to the County. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.

County agrees to pay Subrecipient monthly progress payments upon certification and submittal by Subrecipient of a statement of actual costs incurred. County may at its discretion retain 10 percent of the total agreed compensation until certification by Subrecipient that all of the required services have been completed. Payment by County is not to be construed as final in the event HUD disallows reimbursement for the project or any portion thereof. Certain reasonable back up documentation as specified by the County shall be submitted by Subrecipient with request for payment.

Subrecipient shall be liable for all amounts which are determined to be due by HUD including, but not limited to, disallowed costs which are the result of Subrecipient's or its sub-subrecipient's/contractor's conduct under this Agreement. Subrecipients shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between County and HUD arising from this Agreement.

All financial transactions must be supported by complete and verifiable source documents. These records shall provide a clear audit trail and shall be maintained as specified elsewhere in this Agreement.

D. **Procurement**

1. **Compliance.**

The Subrecipient shall comply with all current Federal policies concerning the purchase of equipment as defined in 2 CFR 200.313 and 24 CFR 500.502, and shall maintain an inventory record of all equipment as may be procured with funds provided herein. Any purchase of equipment as defined at 2 CFR 200.33 requires prior written approval by the County. All Program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.

2. **Standards.**

The Subrecipient must use its own documented procurement procedures which, at a minimum, comply with the standards outlined in 2 CFR 200.317-326, and shall subsequently follow the property standards, covering utilization and disposal of property, set forth in the applicable sections of 2 CFR 200.310 through 2 CFR 200.316, and 24 CFR 500.502 through 24 CFR 500.505.

Subrecipient shall incorporate the same or substantially equivalent requirements as are contained in this Agreement in all subgrants/subcontracts which utilize any HUD funds and/or support any HUD project(s) covered by this Agreement; when project(s) utilize(s) funds from HUD and other funding sources, all funds shall be subject to HUD regulations. Subrecipient, by entering into any such subcontract for performance of any portion of its HUD program, is not relieved of its responsibilities as set forth in this Agreement.

Subrecipient will ensure that every effort is made to provide equal opportunity to every potential minority and women's business vendor, sub-subrecipient and subcontractor.

3. **Competition.**

Subrecipient is required to conduct all procurement transactions in a manner providing full and open competition consistent with the standards at 2 CFR 200.319.

4. **Methods of Procurement.**

Subrecipient must use one of the following methods of procurement, as outlined at 2 CFR 200.320:

- a. Procurement by micro-purchases
- b. Procurement by small purchase procedures
- c. Procurement by sealed bids
- d. Procurement by competitive proposals

#### **E. Use and Reversion of Assets**

The use and disposition of real property and equipment under this Agreement shall be in compliance with the applicable sections of 2 CFR 200.310 through 2 CFR 200.316, and 24 CFR 500.502 through 24 CFR 500.505, which include but are not limited to the following:

1. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 in perpetuity. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less the portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. Disposition of the property to a non-County entity is subject to 24 CFR 570.505.
3. The purchase of equipment, fixtures, motor vehicles, furnishings, or other personal property not an integral structural fixture is generally ineligible. The purchase of equipment that constitutes all or part of a public service is eligible. Equipment to be purchased, including computer equipment, must be specifically included in this Agreement or must be approved by the County prior to purchase. All equipment purchases are subject to Procurement as outlined elsewhere in this agreement.

All equipment purchased with HUD funds must be permanently tagged with "Ventura County HUD program." An inventory must be maintained in the project file and a control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

Such equipment shall be used by the Subrecipient in the project for which it was acquired as long as needed, regardless of whether such project continues to be supported by federal funds; at that time, equipment may be used in other activities currently or previously supported by a federal agency. Use and procedures for management of such equipment is also subject to provisions of 2 CFR 200.313.

In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under

this Agreement shall disposed of per the regulations at 2 CFR 200.313(e), except as provided for by 24 CFR 570.502(a).

**F. Relocation, Real Property Acquisition and Displacement**

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 Parts 24 and 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 Housing and Community Development 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 County ordinances, resolutions and policies concerning the displacement of persons from their residences.

The County's Residential Anti-displacement and Relocation Assistance Plan can be found on our website at:

<https://www.ventura.org/county-executive-office/community-development/policies-and-guidelines/>

**XI. PERSONNEL AND PARTICIPANT CONDITIONS**

**A. Civil Rights**

**1. Compliance.**

The Subrecipient agrees to comply with all State and local civil rights laws and regulations, as well as:

- a. Title VI of the Civil Rights Act of 1964 as amended, which provides that no person shall be excluded from participation in, be denied program benefits of, or be subjected to discrimination on the basis of race, color or national origin under any program activity receiving federal financial assistance.
- b. Executive Orders 11063 and 11246, as amended. Non discrimination in employment is required for all federally assisted contracts.
- c. Section 109 of the Housing and Community Development Act of 1974, which requires that no person in the United States shall on the grounds of race, color, religion, national origin or sex, 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 federal financial assistance.
- d. Section 504 of the Rehabilitation Act of 1973 that prohibit discrimination against individuals with disabilities or handicaps in any federally-assisted program.

- e. The Americans with Disabilities Act of 1990, which guarantees equal opportunity in employment, public accommodations, transportation, state and local government services and telecommunications, for individuals with disabilities.
- f. The Age Discrimination Act of 1975, which provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
- g. Architectural Barriers Act of 1968, which prescribe standards for the design, construction and alteration of publicly owned residential structures to ensure that physically handicapped persons will have ready access to, and use of, such structures.
- h. Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Amendment Act of 1988, which provides for fair housing throughout the United States.
- i. Section 104(b) of the Housing and Community Development Act of 1974, affirmatively furthering fair housing by taking meaningful actions to further the goals identified in the County's Analysis of Impediments to Fair Housing Choice, and taking no action that is materially inconsistent with the County's obligation to affirmatively further fair housing.

2. Nondiscrimination.

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR 570.607, as amended. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable.

3. Land Covenants.

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) which prohibits discrimination against individuals with disabilities or handicaps in any Federally-assisted program.

B. **Affirmative Action**

1. Adopted Plan

The Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965, and shall adopt a plan to meet these principles.

2. Minority- and Women-Owned Businesses (MBE/WBE)

The Subrecipient will use its best efforts to afford small businesses, minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section (a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women-owned business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-American, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native American. The Subrecipient may rely on documentation of certification from another public agency or written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity/Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of this Agreement's Civil Rights, and Affirmative Action sections in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-subrecipient or vendor.

C. Employment Restrictions

1. Prohibited Activities.

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

2. Labor Standards

Section 110(a), Title I, of the Housing and Community Development Act of 1974, contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act, and provides that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with grants received under Title I, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 USC 3141 et seq.), as amended. The regulations in 24 CFR Part 70 apply to the use of volunteers. In accordance with section 110(a) of the Housing and Community Development Act of 1974, the Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) also applies. However, these requirements apply to the rehabilitation or new construction of residential property only if such property contains not less than eight units. Subrecipient further agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145) and all other federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

Subrecipient will comply with the Fair Labor Standards Act (29 USC 201 et seq.) which establishes a minimum wage rate, overtime, record keeping and other regulations that affect employers and laborers. Subrecipient or sub-subrecipient shall insert in any subcontracts the clauses contained therein, and such other clauses as HUD may require, and also a clause requiring the sub-subrecipients to include these clauses in any lower tier subcontracts. The prime sub-subrecipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Section 5.5.

3. "Section 3" Clauses.

The County's Section 3 Plan is located on the County's website at:

<https://www.ventura.org/county-executive-office/community-development/policies-and-guidelines/>

- a. Compliance. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the County, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the County, 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 which 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 (24 CFR 135.38):

"The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701(u) ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing."

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 Program is located; where feasible, priority should be given to low-and very low-income persons within the service area of the Program or the neighborhood in which the Program 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 Program 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 Program is located, and to low- and very low-income participants in other HUD programs. The



Subrecipient certifies and agrees that no contractual or other disability exists which 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 agreement 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 135 and will not let any subcontract unless the sub-subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Use of Debarred or Ineligible Contractors.

The Subrecipient shall not use funds provided under this Agreement directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or sub-subrecipient during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part 24. The System for Award Management (SAM) includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. Parties that are excluded are found on the SAM website:

<https://www.sam.gov/SAM/>

D. **Conduct**

1. Subcontracts.

- a. Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to assure contract and Agreement 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.
- b. Content. The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

- c. Selection Process. The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competitive basis in accordance with applicable procurement requirements. Executed copies of all subcontracts, along with documentation concerning the selection process, shall be kept in Subrecipient's files and made available to the County upon request.

2. Hatch Act.

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

3. Conflict of Interest.

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611 with respect to conflicts of interest, 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, 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" included any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Subrecipient, or any designated public agency.

4. Lobbying.

The Subrecipient hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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, the Subrecipient shall complete and submit OMB Standard Form-LLL, "Disclosure Form to Report Lobbying," (pursuant to 31 U.S.C. § 1352) in accordance with its instructions, and other federal disclosure forms as requested.
- c. The Subrecipient shall require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

#### 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, USC. 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.

#### 5. Copyright.

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

#### 6. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j) and 24 CFR 5.109. No religious instruction, counseling, worship, or services, will be conducted while providing the HUD supported public services. No religious proselytizing and no other religious influence will be exerted in the provision of the HUD supported public services. The portion of the facility used to provide the HUD public services shall contain no religious symbols or decorations, other than those permanently affixed to or part of the structure.

## **XII. ENVIRONMENTAL CONDITIONS**

### **A. General Environment Responsibilities.**

Section 104(g) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304), the regulations in Title 24 Code of Federal Regulations Part 58 specify provisions of law which further the purposes of the National Environmental Policy Act of 1969 (NEPA) and the procedures by which grantees must fulfill their environmental responsibilities. The purpose of NEPA (42 U.S.C. § 4321, et seq.) is to attain the widest use of the environment without degradation, risk to health or safety or other undesirable and unintended consequences. Subrecipient must comply with these regulations, except that Subrecipient does not assume the Recipient's environmental responsibilities.

Subrecipient must also comply with the following laws and regulations, when applicable:

1. Executive Order 11988, Floodplain Management, May 24, 1977.
2. Executive Order 11990, Protection of Wetlands, May 24, 1977.
3. Noise Control Act of 1972 (42 USC 4901 et seq.).
4. Clean Air Act (42 USC 7401. et. seq.) as amended.
5. 24 CFR Part 50.3(i) and 24 CFR 58.5(i)(2) regarding policy guidance to address problems posed by toxic chemicals and radioactive materials.
6. Safe Drinking Water Act, of 1974, as amended (42 USC 300f-j; and 21 U.S.C. 349), as amended.
7. Coastal Zone Management Act, as amended (16 USC 1451 et seq.), and Coastal Barrier Resources Act (16 USC 3501 et seq.) as amended.
8. Endangered Species Act of 1973, (16 USC 1531 et seq.) as amended.
9. Farmland Protection Policy Act of 1981, (7 USC 4201, et. seq.), and applicable regulations at 7 CFR 658.
10. Wild and Scenic Rivers Act, as amended (16 USC 1271 et seq.).
11. Executive Order 12898, regarding federal actions to address environmental justice in minority populations and low income populations.
12. 24 CFR 51 – Environmental Criteria and Standards: Subpart B, Noise Abatement and Control; Subpart C, Siting of HUD-Assisted Projects Near Hazardous Operations Handling Conventional Fuels or Chemicals of an Explosive or Flammable Nature; and Subpart D, Siting of HUD-Assisted Projects in Runway Clear Zones at Civil Airports and Clear Zones and Accident Potential Zones at Military Airfields.

### **B. Flood Disaster Protection.**

The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement, and 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 activities with regard to residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. 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. Such regulations further provide 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 (50) years old or older or that are included on a Federal, State, or local historic property list.

**XIII. OTHER PROVISIONS**

**A. Entire Agreement.**

This Agreement, and its referenced attachments, contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and, once it becomes final, it will completely supersede any prior written or oral agreements or representations regarding same. Any oral representation or modification concerning this writing shall be of no force and effect.

**B. Requests for Technical Assistance.**

The Subrecipient shall refer to the County Executive Office, CDBG Program Manager any regulatory or procedural questions regarding operation of its CDBG project(s). Requests should specify the problem area, particular assistance being requested and proposed solution, if applicable.

C. **Authority to Bind.**

By entering into this Agreement, the Subrecipient certifies that it is qualified and licensed to conduct business in the State of California.

D. **Applicable Law.**

This Agreement is entered into, and shall be construed and interpreted in accordance with the laws of the State of California.

E. **Approval.**

The County and the Subrecipient agree to abide by the terms, conditions, assurances and certifications as specified in this Agreement.

F. **Permits / Licenses.**

Subrecipient shall obtain any necessary permits and licenses that may be necessary for its performance of this Agreement.

**XIV. SUBRECIPIENT CERTIFICATION**

Subrecipient hereby certifies that:

The Subrecipient is not a suspended and debarred party and that they will notify the County if there is any change in this status.

The Subrecipient shall comply with Federal reporting requirements in accordance with 2 CFR 200, Subpart F, which states that all non-profit organizations expending more than \$750,000 in Federal funds during the fiscal year must conduct a Single Audit and submit the Report to the Federal Clearing House and the County for review no later than nine months after the fiscal year end.

The Subrecipient shall comply with all federal and County policies and requirements applicable to the CDBG program as appropriate for the funding if received;

The federal assistance made available through the CDBG program funding is not being utilized to substantially reduce the prior levels of local financial support for community development activities; and,

If CDBG funds are approved for a facility, the Subrecipient shall maintain and operate the facility for its approved use for a period of not less than five (5) years, unless given specific approval from HUD to do otherwise; and

If CDBG funds are approved in the requested amount, then to the best of your knowledge, sufficient funds will be available to complete the project as proposed and to operate the project for not less than five (5) years.

The information contained herein and in the attached is complete and accurate. No material information has been omitted, including financial information.

U.S. Code, Title 31, Section 3729, False Claims, provides a civil penalty of not less than \$5,000 and not more than \$10,000, plus 3 times the amount of damages for any person who knowingly presents, or causes to be presented, a false or fraudulent claim; or who knowingly makes, or caused to be used, a false record or statement; or conspires to defraud the Government by getting a false or fraudulent claim allowed or paid. HUD will prosecute false claims and statements.

COUNTY OF VENTURA  
COUNTY EXECUTIVE OFFICE

Christy Madden  
(Signature) Christy Madden

Senior Deputy Executive Officer  
(Title)

1/26/2021  
(Date)

COUNTY OF VENTURA  
VENTURA COUNTY LIBRARY

Nancy Schram  
(Signature) Nancy Schram

Library Director  
(Title)

1/25/2021  
(Date)

**XV. APPENDIX A - BUDGET**

<b>PROGRAM BUDGET FOR FY 2020-2021</b>			
<b><u>Budget Line Item</u></b>	<b><u>County CDBG</u></b>	<b><u>Other Funding</u></b>	<b><u>Program Total</u></b>
Architectural and Engineering Services	\$ 0	\$ 73,178	\$ 73,178
Pre-Construction Costs (appraisals, studies, fees, permits, etc.)	0	20,000	20,000
Project Management	0	50,000	50,000
Contingency	0	200,000	200,000
Environmental Report	50,000	0	50,000
Construction Labor & Materials (including Davis-Bacon compliance)	700,000	1,250,000	1,950,000
Project Inspection	0	150,000	150,000
Furnishings, Fixtures, and Equipment	0	100,000	100,000
<b>TOTAL</b>	<b>\$ 750,000</b>	<b>\$ 1,843,178</b>	<b>\$ 2,593,178</b>