

**CITY OF ALBANY
COMMUNITY DEVELOPMENT BLOCK GRANT
Federal Grant Number: B-X-MC-41-0011**

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN CITY OF ALBANY AND

SUBRECIPIENT

For Agreement to Provide Public Services to the City of Albany, Oregon

RECITALS:

WHEREAS, the City of Albany, an Oregon municipal corporation, hereinafter called “CITY”, received Community Development Block Grant (CDBG) 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, the CITY will utilize a 501 (c)(3) non-profit corporation as a SUBRECIPIENT to carry out eligible public services activities related to the CITY’s CDBG programs; and

WHEREAS, this agreement is made and entered into by and between the CITY and **SUBRECIPIENT, INC., a 501 (c)(3) non-profit corporation, hereinafter called** “SUBRECIPIENT”; and

WHEREAS, the Term of the AGREEMENT is for a period not to exceed twelve months beginning the final date this contract was signed, or until completion of the closeout agreement, whichever occurs first. The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other assets, including program income.

WHEREAS, the purpose of this AGREEMENT is to delegate the activities funded by the CDBG from the City of Albany to the SUBRECIPIENT to provide **eligible _____**; and

NOW THEREFORE, the recitals above are incorporated herein and the parties agree that:

ARTICLE I: SCOPE

The SUBRECIPIENT agrees to provide to the CITY eligible services, activities, and/or programs in accordance with the community Development Block Grant regulations set forth in 24 CFR Part 570 as amended, the City of Albany’s CDBG programs as described in the City of Albany’s 2018-2022 Consolidated Plan, this AGREEMENT and as described in Attachment A, Scope of Services, and Attachment B, Program Budget. Unless modified in writing as set forth in Article IV by the parties hereto, the duties of the SUBRECIPIENT shall not be construed to exceed those services and duties specifically set forth in the AGREEMENT.

- A. **COMPLIANCE WITH APPROVED SCOPE OF SERVICES.** Activities funded under this AGREEMENT will be performed in accordance with the approved Scope of Services as described in Attachment A, the approved Program Budget in Attachment B, the terms of this AGREEMENT, and with the legal and administrative regulations governing federal, state, or other funds used in funding this AGREEMENT.

- B. ELIGIBLE ACTIVITIES. The SUBRECIPIENT agrees that activities funded under this AGREEMENT will be in compliance with the eligible and ineligible activities described in the Code of Federal Regulations (CFR) § 570.200 through 570.207 and specified in the Scope of Services in Attachment A.
- C. CDBG NATIONAL OBJECTIVES. All activities funded with CDBG 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 will be providing public services that meet the eligible national objectives for the activity as described in Attachment A.

ARTICLE II: RESPONSIBILITIES OF THE SUBRECIPIENT

- A. NOTICE TO PROCEED. SUBRECIPIENT will not begin work on any of the duties and services listed in Article I until execution of the contract. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article IV.
- B. OWNERSHIP OF DOCUMENTS OR MATERIALS. Upon completion of this AGREEMENT, any documents produced or purchased with Community Development Block Grant Funds, including computer disks, DVDs or other document storage devices, shall become the property of CITY. CITY will exercise discretion in any reuse of said documents and agrees to hold harmless SUBRECIPIENT for any application of documents for any purpose other than the originally intended use.
- C. COMPLIANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL LAW. SUBRECIPIENT covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 Chapters A and B, (and C if applicable), as though each obligation or condition were set forth fully herein. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict-of-laws principles, and expressly incorporates the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, and 279B.270.

The SUBRECIPIENT agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The SUBRECIPIENT will assure that all necessary city/county building permits are obtained.
- D. GENERAL CDBG COMPLIANCE. The SUBRECIPIENT agrees to comply with the requirements in Title I of the Housing and Community Development Act of 1974, 42 U.S.C. 5301 - 5321 as amended and the regulations set forth in 24 CFR Part 570 Community Development Block Grants as amended. The SUBRECIPIENT further agrees to utilize funds available under this AGREEMENT to supplement rather than supplant funds otherwise available.
- E. OREGON WORKERS' COMPENSATION LAW. SUBRECIPIENT, its subcontractors, if any, and all employers working under this AGREEMENT are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- F. OREGON IDENTITY THEFT PROTECTION ACT. SUBRECIPIENT and any subcontractors agree to comply with the Oregon Identity Theft Protection Act (OITPA), ORS Sections 646A.600 through 646A.628.
- G. TAXPAYER IDENTIFICATION NUMBER. SUBRECIPIENT agrees to complete a Request for Taxpayer Identification Number and Certification (W-9 Form) as a condition of the CITY'S obligation to make payment. If the SUBRECIPIENT fails to complete and return the W-9 Form to the CITY, payment to SUBRECIPIENT may be delayed, or the CITY may, in its discretion, terminate the

Contract.

H. DEBARMENT. The SUBRECIPIENT certifies that neither it, nor its principals or members, is presently debarred suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any contract or covered transaction with a person who is similarly debarred or suspended from participation in any project that is Federally funded.

I. ADMINISTRATIVE REQUIREMENTS

1. Accounting and Administrative Standards - The SUBRECIPIENT agrees to comply with 24 CFR 84.21–28 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. SUBRECIPIENTS must adhere to the uniform requirements for financial management systems, procurement, reports, records and grant closeouts as specified in 24 CFR Part 85 for governmental entities or public agencies; non-profits must adhere to the provisions of 24 CFR Part 84.
2. Cost Principles - Governmental entity and public agency SUBRECIPIENTS shall comply with the requirements and standards for allowable costs in 2 CFR Part 225. Non-profit SUBRECIPIENTS must comply with the uniform administrative requirements in 2 CFR Part 230 for determining allowable costs. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. Indirect Costs - If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate share of the SUBRECIPIENT’s administrative costs and shall submit such plan to the CITY for approval in a form specified by the CITY.
4. Procurement and Reversion of Assets– The SUBRECIPIENT shall comply with 24 CFR Part 85, 24 CFR Part 84.40-48 and with current CITY policies concerning the purchase of equipment or materials 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 (unexpended program income, equipment, etc.) shall revert to the CITY upon termination of this AGREEMENT. In all cases in which equipment acquired, in whole or in part with funds under this AGREEMENT is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this AGREEMENT were used to acquire the equipment). Equipment not needed by the SUBRECIPIENT for activities under this AGREEMENT shall be a) transferred to the CITY for the CDBG program or b) retained after compensating the CITY an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.
5. Audits – SUBRECIPIENTS are required to comply with OMB Circular A-133 “Audits of Institutions of State, Local Governments, and Nonprofit Institutions” as applicable. If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.
6. Program Income - Program income as defined at 24 CFR 570.500(a) is income received by the SUBRECIPIENT that is generated by activities carried out with CDBG funds made available under this contract. ***It is the City’s intent that no program income will be derived or received as a result of the funding being provided under this AGREEMENT.*** In the event that any program income is received by the SUBRECIPIENT, the use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. All unexpended program income shall be returned to the CITY at the end of the contract period. 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 to the CITY within 30 days.

J. RECORD KEEPING AND REPORTING

1. Records to be Maintained - The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 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, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - 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 24 CFR 84.21–28; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
2. Access to Records - SUBRECIPIENT further agrees that CITY, HUD, and the Comptroller General of the United States or any of their duly authorized representatives, shall, at any time during normal business hours, as often as deemed necessary, have access to and the right to audit, examine, and reproduce such records and further agrees to include the above provision in all subcontracts. The SUBRECIPIENT shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
3. Record Retention - The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the AGREEMENT for a period of ten (10) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report (CAPER) 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.
4. Beneficiary Data - The following beneficiary data collected shall include, but not be limited to, client name, confirmation of Albany residency, income level or other basis for determining eligibility or meeting a National Objective per 24 CFR 570.208, and description of service provided. Demographic data documented for each beneficiary shall include their race and their ethnicity. The City will provide SUBRECIPIENT with a report form that delineates the five (5) race and two (2) ethnicity categories to be reported.
5. Disclosure - The SUBRECIPIENT understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the CITY's or SUBRECIPIENT's responsibilities with respect to services provided under this contract, is prohibited by the Oregon Identity Theft Protection Act (OITPA), ORS Sections 646A.600 through 646A.628 unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

6. Quarterly Reporting - The SUBRECIPIENT shall provide to the City Community Development Department, by the 15th day of the month following the end of each calendar quarter a narrative report on the progress of their program/service in meeting the objectives and outcomes noted in the Program Description Attachment A to this AGREEMENT, and summary information for the program's beneficiaries which includes the number of beneficiaries who are low income, very low income, and extremely low income, as well as the number who are not low income, if any; and the race and ethnicity of beneficiaries served in a format provided by the CITY. This report should outline outstanding achievements, as well as problems or issues of concern that have been encountered.
 7. Annual Reporting - By August 15, 2019, the SUBRECIPIENT shall provide to the City Community Development Department an annual full-year report consisting of:
 - a. A compilation of the data provided in monthly reports, as outlined in paragraph 6 above;
 - b. A financial accounting of all program/service expenditures for the term of this AGREEMENT, with a reconciliation of actual vs. budgeted expenditures; and
 - c. A narrative report on the Recipient's success in meeting targeted objectives and outcomes, in the format described in paragraph 7 above, but in this case reporting results for the entire year covered by this AGREEMENT. Included in this narrative will be a description of the number and types of businesses launched during the year by program participants.
 - d. A completed Recipient employee race/national origin data form, a copy of which is being provided by the City or an Equal Employment Opportunity Report as is otherwise filed by Recipient.
 8. Project Monitoring. The CITY will monitor the performance of the SUBRECIPIENT against the goals and performance standards identified in this AGREEMENT to include on-site monitoring visits. Any deficiencies noted in monitoring 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 monitoring requirements will constitute a violation of this contract and may result in the withholding of future payments.
 9. Close-outs - The SUBRECIPIENT's obligation to the CITY 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 CITY), 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.
 10. Copyright. If this contract results in any copyrightable material or inventions, the CITY 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 materials for governmental purposes.
- K. NON-DISCRIMINATION/CIVIL RIGHTS. The SUBRECIPIENT shall comply with all applicable Federal laws and regulations, including, but not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 USC 2000d) as amended in regard to persons served.
 2. Title VIII of the Civil Rights Act of 1968 (42 USC 2000e) as amended in regard to employment or applicants for employment.
 3. Executive Order 11063 as amended, and Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended.

4. The Age Discrimination Act of 1975.
5. 24 CFR 570.602 that requires equal opportunity and prohibition against discrimination in any program activity.
6. Nondiscrimination in Employment and Contracting. The SUBRECIPIENT and all employees and subcontractors shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, Executive Order 13279 as amended, Executive Order 11246 as amended, and executive orders referenced in 24 CFR 570.607, as amended. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

There will be no discrimination against any employee, applicant for employment, or persons served on account of creed, religion, race, color, sex, national origin, age, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, familial status, source of income, disability or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification in the performance of this AGREEMENT. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7. Section 504. The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, which prohibit discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with those portions of the regulations in force during the term of this AGREEMENT.

L. AFFIRMATIVE ACTION.

1. Equal Opportunity/Affirmative Action. 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.
2. Women- and Minority-Owned Businesses (W/MBE). The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises as defined in Title 49 Code of Federal Regulations Part 23, and as it may be amended, the maximum practicable opportunity to participate in the performance of contracts and subcontracts awarded through the CITY’s Community Development Block Grant Program. As used in this contract, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

M. CONDUCT. The SUBRECIPIENT and all employees and subcontractors shall comply with the following laws:

1. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 84.42 and 570.611 for non-profit agencies and 24 CFR part 85.36 for government and public agencies, 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. The standards of conduct must include penalties and sanctions for violating these provisions by its employees, agents, or officers.

- b. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or AGREEMENT with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the SUBRECIPIENT, or any designated public agency.
 - d. Furthermore, the program shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
2. Lobbying. The SUBRECIPIENT hereby certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative AGREEMENT;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative AGREEMENT, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for any subcontracts or sub-awards and that all SUBRECIPIENTS certify and disclose accordingly.

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. Religious Activities. The SUBRECIPIENT agrees that it will carry out activities in compliance with 24 CFR 570.200(j) which prohibits the use of CDBG funds for inherently religious activities.
- N. ENVIRONMENTAL CONDITIONS. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the City’s environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under the provisions of 24 CFR Part 52. In addition the SUBRECIPIENT agrees to comply with the following Federal laws as they apply to the performance of this AGREEMENT.
1. Clean Air Act, 42 U.S.C., 7401, *et seq.*
 2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318

relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308.

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended (Ambient Air Quality Standards).

ARTICLE III: RESPONSIBILITIES OF THE CITY

- A. Authorization to Proceed. CITY shall authorize SUBRECIPIENT upon execution of the contract to start work on any of the services listed in Article I.
- B. Access to Records, Facilities and Property. CITY shall comply with reasonable requests from SUBRECIPIENT for inspection or access to CITY’s records, facilities, and properties.
- C. Timely Review. CITY shall examine all reports and other documents presented by SUBRECIPIENT, obtain advice of an attorney, insurance counselor, accountant, auditor, and other SUBRECIPIENTs as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of SUBRECIPIENT.
- D. Monitoring. The CITY will monitor the performance of the SUBRECIPIENT against the goals and performance standards identified in this AGREEMENT to include on-site monitoring visits. Substandard performance as determined by the CITY will constitute noncompliance with this AGREEMENT. If successful action to correct each substandard performance is not taken by the SUBRECIPIENT within a reasonable time after being notified by the CITY, AGREEMENT suspension or termination procedures will be initiated as described in Article X of this AGREEMENT.
- E. Environmental Review. The CITY will perform the environmental review responsibilities described in 24 CFR Part 560.604, including initiating the review process under the provisions of 24 FR Part 52The CITY has designated the mayor as the “Certifying Officer” for environmental review requirements. Until further written notice, the person responsible for this activity is the mayor, Sharon Konopa.

ARTICLE IV: MODIFICATIONS

CITY or SUBRECIPIENT shall not make modifications in this AGREEMENT or in Attachment A, Scope of Services, or Attachment B, Program Budget, except in writing as an amendment to the AGREEMENT. Modifications shall be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

ARTICLE V: COMPENSATION

The CITY shall reimburse the SUBRECIPIENT **not to exceed** _____ for eligible program and administrative expenses incurred to provide the programs and services as described in Attachment A, Scope of Services, and outlined in the approved Program Budget, described in Attachment B, upon determining satisfactory performance of eligible activities described in Article I of this AGREEMENT.

- A. Payment Procedures. Payments will be made to the SUBRECIPIENT quarterly, as necessary, during the period of this AGREEMENT on a reimbursement basis. Prior to release of any payment, and by the 15th day of each quarter’s final month, SUBRECIPIENT shall present to the to the CITY’s designee, Anne Catlin, Planner III, Community Development Department, a billing statement requesting payment and certifying that services have been provided in compliance with the terms of this AGREEMENT and that the incurred costs for which reimbursement is sought constitute eligible expenditures under this AGREEMENT. No payment to the SUBRECIPIENT will be released without the City having first

received such a billing statement and all required supporting documentation.

Once all documentation is received by the City, payment will be made to SUBRECIPIENT within 30 days after the receipt of billing for each service rendered during the month or months and required monthly reports. CITY has the right to appeal or ask for clarification on any SUBRECIPIENT billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with this Article.

- B. Eligible Expenses. All items of cost for which SUBRECIPIENT seeks reimbursement from the City must be contained in the Program Budget that is Attachment B to this AGREEMENT and must be eligible costs that comply with the cost principles as specified in Article III. Any amendments to the approved Program Budget must be both requested and approved in writing.
- C. Indirect Costs. If indirect costs are to be charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the SUBRECIPIENT's appropriate share of administrative costs and shall submit such plan to the CITY for approval, in a form specified by the CITY, prior to executing this contract.
- D. Use of Funds. Funds provided to the SUBRECIPIENT under this AGREEMENT shall be used only for the provision of the services described in the Scope of Services in Attachment A. Any funds paid to SUBRECIPIENT, and found subsequently not to have been used or needed for said services, shall be returned to the CITY immediately.
- E. Procurement. The SUBRECIPIENT shall comply with 24 CFR Part 85, 24 CFR Part 84.40-48 and with current CITY policies concerning the purchase of equipment or materials 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 (unexpended program income, equipment, etc.) shall revert to the CITY upon termination of this AGREEMENT.
- F. Reversion of Assets. Equipment purchased all or in part with CDBG funds if sold, the SUBRECIPIENT shall return proceeds to the CITY. If costs were shared, pro-rate the amount of CDBG funds to be returned to the CITY. Excess unused equipment purchased with CDBG funds must be returned to the CITY or the SUBRECIPIENT shall pay the CITY the current fair market value for retained equipment less the percentage of non-CDBG funds used to acquire the equipment.

ARTICLE VI: INDEMNIFICATION

SUBRECIPIENT agrees to indemnify, defend, and hold harmless the CITY, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from violation of any portion of this AGREEMENT and, or the negligent or intentional acts, errors, or omissions of SUBRECIPIENT, its officers, employees, or agents.

ARTICLE VII: INSURANCE

Before the AGREEMENT is executed and work begins, the SUBRECIPIENT shall furnish the CITY a Certificate of Insurance for the coverage and limits set out below which is to be in force and applicable to the project for the duration of the contract. The issuing insurance companies must have a minimum current A.M. Best rating of A- VII or approved by the CITY. The Certificate must state that any insurance coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days prior written notice has been given to the CITY. **Required insurance coverage(s) must continue in effect throughout the term of the contract, or until final acceptance of the entire project, or through the**

products-completed operations required period.

A. Minimum Scope of Insurance. SUBRECIPIENT insurance coverage shall be at least as broad as:

- 1. Commercial General Liability: Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. If applicable, with CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
- 2. Automobile Liability: Insurance Services Office (ISO) form CA 0001, providing Business Automobile Coverage on owned, non-owned and hired vehicles.
- 3. Workers’ Compensation Insurance: Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
- 4. ~~Professional Liability Insurance: Insurance on an occurrence or claims made basis with 24 month tail insurance.~~

B. Minimum Limits of Insurance. SUBRECIPIENT shall maintain limits no less than

- 1. General Liability:
 - \$2,000,000 Each Occurrence
 - \$2,000,000 Personal Injury
 - \$3,000,000 General Aggregate
 - \$3,000,000 Products / Completed Operations Aggregate

The General Aggregate and Products/Completed Operations Aggregate shall apply separately on a “per project basis”.

If Sexual Abuse and Molestation coverage is excluded under the Commercial General Liability policy, evidence of separate Sexual Abuse and Molestation coverage of not less than \$1,000,000 per claim, incident or occurrence and \$2,000,000 in the aggregate must be provided.

- 2. Automobile Liability: \$2,000,000 Per Occurrence
- 3. Employers Liability:
 - \$1,000,000 Each Accident
 - \$1,000,000 Disease Aggregate
 - \$1,000,000 Disease Each Employee
- 4. ~~Professional Liability: \$1,000,000 Per Incident / Claim
\$2,000,000 Annual Aggregate~~

C. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductible or self-insured retention as respects the CITY, its officers, employees and agents; or the SUBRECIPIENT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

- 1. Additional Insured Clause - The Commercial General Liability insurance coverage required for performance of this contract shall be endorsed to the CITY OF ALBANY and its officers, agents and employees as Additional Insured on any insurance policies required herein with respect to SUBRECIPIENT’S or any sub-contractor’s activities being performed under the AGREEMENT. The Certificate of Insurance must include a copy of the Additional Insured endorsement at the time of submittal and renewal. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, employees, or agents.
3. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive, by endorsement all rights of subrogation against the CITY OF ALBANY, its officers, employees, and agents for losses arising from work performed by the SUBRECIPIENT for the CITY.

ARTICLE VIII: ASSIGNMENT

This AGREEMENT is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this AGREEMENT shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this AGREEMENT.

Use of subcontractors by SUBRECIPIENT or subsidiary or affiliate firms of SUBRECIPIENT for technical or professional services shall not be considered an assignment of a portion of this AGREEMENT, and SUBRECIPIENT shall remain fully responsible for the work performed, whether such performance is by SUBRECIPIENT or subcontractors. No subcontractors shall be used without the written approval of CITY.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and SUBRECIPIENT.

ARTICLE IX: INTEGRATION

These terms and conditions and the AGREEMENT to which they are attached represent the entire understanding of CITY and SUBRECIPIENT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The AGREEMENT may not be modified or altered except in writing as specified in Article IV.

ARTICLE X: TERMINATION OF WORK

CITY may suspend or terminate all or a portion of the work covered by the AGREEMENT in accordance with 24 CFR 85.44 if the SUBRECIPIENT fails to comply with any terms of this AGREEMENT, Termination for Cause, which include but are not limited to:

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.

The City may impose sanctions on the SUBRECIPIENT for failure to comply with provision of this AGREEMENT. When sanctions are deemed necessary, the CITY may withhold unallocated funds, require return of unexpended funds, require repayment of expended funds, or cancel the funding AGREEMENT and recover all funds released prior to the date of notice of cancellation.

In accordance with 24 CFR 85.44, this AGREEMENT may be Terminated for Convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case

of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of the AGREEMENT. Termination of the AGREEMENT is accomplished by 15 days' prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

The City may impose sanctions on the SUBRECIPIENT for failure to comply with provision of this AGREEMENT. When sanctions are deemed necessary, the CITY may withhold unallocated funds, require return of unexpended funds, require repayment of expended funds, or cancel the funding AGREEMENT and recover all funds released prior to the date of notice of cancellation.

In the event of termination, SUBRECIPIENT shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work shall not exceed 10 percent of the time expended on the terminated portion of the project prior to the effective date of termination. SUBRECIPIENT shall be compensated for work actually performed prior to the effective date of termination plus the work required for filing and closing as described in this Article. If no notice of termination is given, relationships and obligations created by this AGREEMENT shall be terminated upon completion of all applicable requirements of this AGREEMENT.

ARTICLE XI: FORCE MAJEURE

Neither CITY nor SUBRECIPIENT shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

ARTICLE XII: DISPUTE COSTS

In the event either party brings action to enforce the terms of this AGREEMENT or to seek damages for its breach, or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses, **including expert witness fees**, incurred therein, including such costs and fees as may be required on appeal.

ARTICLE XIII: CONFLICT AND SEVERABILITY

In the event of any inconsistency between the terms of this AGREEMENT and the terms listed in any additional attachments to this AGREEMENT, the terms of this AGREEMENT shall control. Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

ARTICLE XIV: CONSTRUCTION

The Parties acknowledge that the parties and their counsel have reviewed this AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this AGREEMENT or any exhibits or amendments hereto.

ARTICLE XV: COURT OF JURISDICTION

The laws of the State of Oregon shall govern the validity of this AGREEMENT, its interpretation and performance, and other claims related to it. Venue for litigation shall be in **the Circuit Courts in and for Linn County, Oregon**.

ARTICLE XVI: EFFECTIVE DATE

The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature) will be deemed the date of this Agreement. If a party signs but fails to date a signature the date that the other party receives the signing party’s signature will be deemed to be the date that the signing party signed this Agreement and the other party may inscribe that date as the date associated with the signing party’s signature; provided, however, if only one party dated this Agreement, then such date is the date of this Agreement.

ARTICLE XVII: ELECTRONIC SIGNATURES

Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law.

SUBRECIPIENT, ~~XXXXXXXXXX~~:

CITY, CITY OF ALBANY, OREGON:

Date: _____

Date: _____

By: _____
Executive Director

By: _____
Peter Troedsson, City Manager

Corporation Tax No. (if incorporated)

APPROVED AS TO FORM:

Duns Number

By: _____
M. Sean Kidd, City Attorney

All notifications necessary under this AGREEMENT shall be addressed to:

CITY:
City of Albany
Attention: Anne Catlin
P.O. Box 490
Albany, OR 97321-0144
Telephone: (541) 917-7550
Email: anne.catlin@cityofalbany.net

SUBRECIPIENT:
Attention:

Telephone:
Email:

THIS PAGE INTENTIONALLY BLANK
FOR PRINTING & COPYING PURPOSES

SCOPE OF SERVICES
City of Albany Community Development Block Grant Program
Program Year: 2018

SUBRECIPIENT:

PROGRAM OR SERVICE:

I. PROGRAM DELIVERY:

II. PERFORMANCE INDICATORS AND OUTCOMES:

Consolidated Plan Objectives:

2018 Action Plan Goals: Support Agencies that provide needed public services to Albany's Low Income and Homeless Populations

HUD CDBG Eligible Activity:

National Objective/Populations Served: Low/Mod Limited Clientele

HUD Goal Outcome Indicators: Low/Mod Limited Clientele

ATTACHMENT B

**City of Albany Community Development Block Grant Program
2018 Program Year Budget**

SUBRECIPIENT:

PROGRAM OR SERVICE:

APPROVED CDBG GRANT AWARD: \$

Project Budget Summary (See 24 CFR 570 Subpart J)				
Estimated Total Cost of Project:				
CDBG Funding for Project:				
Total Number of People/ Units Served:				
Total CDBG Cost per Person/Unit		\$/person		
Amount and Source of Other Funds Leveraged for Project: <i>(Please submit proof of other funding sources)</i>	Source	Year	Amount	
Project Budget Detail				
Specific Cost Item/Description	CDBG Grant	Other Funds Source	Other Funds Amount	Total Amount CDBG + Other Sources