

SUBRECIPIENT AGREEMENT

This Agreement for Subrecipient Agreement services (the "Agreement"), entered on February __, 2013 ("Effective Date"), is an amendment to the Agreement executed January 25, 2011 by and between the County of Mendocino, a political subdivision of the State of California, (herein called the "County"), and the Community Development Commission of Mendocino County, a public body corporate and politic (herein called the "CDC").

Whereas: The Board of Supervisors of the County of Mendocino formed the Community Development Commission of Mendocino County to administer the Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME), and other California Department of Housing and Community Development (HCD) programs which the County may wish to establish; and

Deleted: This Agreement, dated for convenience February __, 2009 is made by and between the County of Mendocino, a political subdivision of the State of California, (herein called the "County"), and the Community Development Commission of Mendocino County, a public body corporate and politic (herein called the "CDC").¶

Whereas: The Board of Supervisors authorizes by Resolution that by submittal of any Community Development Block Grant application, Home Investment Partnerships Program application, or other California Department of Housing and Community Development application the County will comply with applicable laws and regulations; and

Whereas: The Community Development Commission of Mendocino County is eligible to be classified as a Subrecipient as defined in 24CFR570.503 and 24CFR92.504.

Whereas: The Community Development Commission of Mendocino County currently acts as a Subrecipient as defined in 24CFR570.503 and 24CFR92.504, with the last agreement authorized by the Board of Supervisors per Agreement #00-098.

Whereas: The purpose of this amendment is to establish the relationships between the Parties. If additions are needed for the execution of a particular grant/program, those will be identified in subsequent amendments or addendums. The Chief Executive Officer of the County and the Executive Director of CDC, or their designees, have the authority to negotiate and execute said amendments/addendums as long as they do not significantly alter the agreement.

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Now therefore, the parties hereto agree to the following:

I. PURPOSE

This Agreement sets forth the relationships and responsibilities of the parties hereto for the purpose of administration and implementation of CDBG, HOME, and other HCD Program activities. The parties shall be responsible for the areas designated below.

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Deleted: (Hereafter referred to as CDBG),

II. SCOPE OF SERVICE

A. Activities

The CDC will be responsible for implementing CDBG, HOME and HCD Program activities in a manner satisfactory to County and consistent with any standards required as a condition of providing these funds. Such program will include activities

eligible under the applicable HCD Program. CDC will provide general administrative and direct program delivery services in support of activities noted above.

B. National Objectives

The CDC certifies that the activities carried out with CDBG funds provided under this Agreement will meet one or more of the CDBG National Objectives – 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 24CFR Part 570.208.

C. Levels of Accomplishment

CDC agrees to provide levels of program services in accordance with grant agreements between the County and the California Department of Housing and Community Development.

D. Staffing

CDC will provide staff and time commitments to be allocated to each activity in accordance with grant agreements between the County and the California Department of Housing and Community Development.

E. Performance Monitoring

The County will monitor the performance of the CDC against goals and performance standards required herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the CDC within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

III. TIME OF PERFORMANCE

This Agreement shall be effective upon the date the County receives notice from the State that any application has been funded, and shall remain in effect for a period of one (1) year. If after one year the Parties are agreeable, the Agreement can be extended for a period of up to four (4) years. County shall be responsible for execution of all grant documents necessary for the program.

IV. BUDGET

Budgets shall be in accordance with grant agreements between the County and the California Department of Housing and Community Development.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C.) (2) of this Agreement. In addition, the County may require a more detailed budget breakdown than the one referred to herein, and the CDC shall provide such

supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to budget exceeding ten percent (10%) must be approved in writing by the County.

V. PAYMENT

It is expressly agreed and understood that the total to be paid by the County under this Agreement shall not exceed amounts budgeted for General Administration and/or appropriate levels of Activity Delivery funds budgeted in current grants ~~amounts~~. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Payments may be contingent upon certification of the CDC's financial management system in accordance with the standards specified in OMB Circular A-110, Attachment F.

VI. NOTICES

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

County	CDC
Chief Executive Officer	Executive Director
County of Mendocino	Community Development Commission
501 Low Gap Road, Room 1010	1076 North State Street
Ukiah, CA 95482	Ukiah, CA 95482
Telephone (707) 463-4441	Telephone (707) 463-5462
Fax (707) 463-5649	Fax (707) 463-4188

VII. GENERAL CONDITIONS

A. General Compliance

The CDC agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and Part 92 (the Housing and Urban Development regulations concerning the Home Investment Partnerships Program (HOME)). The CDC also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The CDC further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between

the parties. The CDC shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the CDC is an independent Subrecipient.

C. Hold Harmless

The CDC shall hold harmless, defend and indemnify the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the CDC's performances or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The CDC shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Insurance & Bonding

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

The CDC shall comply with the bonding and insurance requirements of Attachment B of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

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

G. Amendments

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

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

If additions are needed for the execution of a particular grant/program, those will be identified in subsequent amendments or addendums. The Chief Executive Officer of the County and the Executive Director of CDC, or their designees, have the authority to negotiate and execute said amendments/addendums as long as they do not significantly alter the agreement.

H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph II.A above may only be undertaken with the prior approval of the County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the CDC under this Agreement shall, at the option of the County, become the property of the County, and the CDC shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The County may also suspend or terminate this Agreement, in whole or in part, if the CDC materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare the CDC ineligible for any further participation in the County's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the CDC is in noncompliance with any applicable rules or regulations, the County may withhold up to fifteen (15) percent of said contract funds until such time as the CDC is found to be in compliance by the County, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The CDC agrees to comply with Attachment F of OMB Circular A-110 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 CDC shall administer its program in conformance with applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and [2 CFR Part 225](#). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

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B. Documentation and Record-Keeping

1. Records to be Maintained

The CDC shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Further, the CDC shall maintain all records required by the State Department of Housing and Community Development (HCD) 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 applicable HCD Program;
- 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, HOME, or other HCD Programs assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the applicable HCD programs;
- f. Financial records as required by 24 CFR Part 570.502 and OMB Circular A-110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The CDC shall retain all records pertinent to expenditure incurred under this contract for a period of ~~four~~ (4) years after the termination of all activities funded under this Agreement. Records for non-expandable property acquired with funds under this contract shall be retained for ~~four~~ (4) years after final disposition of such property. Records for any displaced person must be kept for ~~four~~ (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited

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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.

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3. Client Data

The CDC 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 request.

4. Disclosure

The CDC 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 County's or CDC's responsibilities with respect to services provided under this contract, is prohibited by applicable State and Federal law 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 CDC shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

6. Close-Outs

The CDC'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; 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 County), and determining the custodianship of records.

7. Audits and Inspections

All CDC 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 CDC within 30 days after receipt by the CDC. Failure of the CDC to comply with the above audit requirements will constitute a violation of this contract any may result in the withholding of future payments. The CDC hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning CDC audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The CDC shall report quarterly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the CDC shall comply with the requirements set forth at 24 CFR 570.504 and the County's Program Income Reuse Plan. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the State.

2. Indirect Costs

If indirect costs are charged, the CDC will develop an indirect cost allocation plan for determining the appropriate CDC's share of administrative costs and shall submit such plan to the State for approval, in a form specified by the State.

3. Payment Procedures

The County will pay to the CDC funds available under this contract based upon information submitted by the CDC and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the CDC, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance funds and program income balances available in CDC accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the CDC.

4. Progress Reports

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The CDC shall submit regular Progress Reports to the County in the form, content and frequency as required by the County.

D. Procurement

1. Compliance

The CDC shall comply with current policy concerning the purchase of equipment and shall maintain inventory records of all non-expandable personal property as defined by such policy as may be procured with funds provided herein.

2. OMB Standards

The CDC shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

3. Travel

The CDC shall comply with current policy for travel with funds provided under this Agreement.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING ELEMENT

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The CDC agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 50 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The CDC will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The CDC will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CDC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of the nondiscrimination clause.

3. Land Covenants

This contract 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 regards to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the CDC 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 CDC, 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 its self so discriminate.

4. Section 504

The CDC agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The County shall provide the CDC with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The CDC agrees that it shall be committed to carry out pursuant to an Affirmative Action Program in keeping with the principles as provided in President's Executive

Order 11246 of September 24, 1965. The CDC shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WMBE

The CDC will use its best efforts to afford minority-and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female 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 CDC may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The CDC shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by 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 CDC will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the CDC's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

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

6. Subcontract Provisions

The CDC will include the provisions of Paragraphs XA, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own CDCs or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The CDC 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, and nepotism activities.

2. Labor Standards

The CDC agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The CDC shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

The CDC agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CDR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the CDC of its obligation, if any, to require payment of the higher wage. The CDC shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the County, the CDC and any of the CDC's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the County, the CDC and any of the CDC's subrecipients and

subcontractors, their successors and assigns, to those sanctions specified by the Agreement through with Federal assistance is provided. The CDC certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The CDC further agrees to comply with these "Section 3" requirements and to include the following language in all subcontractors executed under this Agreement.

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

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

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

b. Notifications

The CDC agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under 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 CDC 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 CDC 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 entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

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

2. Subcontractors

a. Approvals

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

b. Monitoring

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

c. Content

The CDC shall cause all of the applicable 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.

d. Selection Process

The CDC shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be available to the County along with documentation concerning the selection process.

3. Hatch Act

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

4. Conflict of Interest

The CDC agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

5. Lobbying

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any persons 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;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all CDC's shall certify and disclose accordingly; and

d. Lobby Certification – Paragraph d

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

6. Copyright

If this contract 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 other wise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The CDC agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The CDC agrees to comply with the following requirements insofar as they apply to the performance of the contract:

Clean Air Act, 42 U.S.C., 7401, et seq.

Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the CDC shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood

Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The CDC agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-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 advisability and availability of blood level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The CDC 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 Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

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

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[County]

[CDC]

By: _____
Dan Hamburg, Chairperson
Board of Supervisors
County of Mendocino

By: _____
Jeffrey Warner, Chairperson
Community Development Commission
of Mendocino County

Attest: _____
Carmel J. Angelo, Clerk of the Board

Countersigned: _____
Meredith J. Ford, Auditor-Controller

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Thomas R. Parker, County Counsel