

**2018 SUBRECIPIENT CONTRACT
CITY OF GRAND JUNCTION, COLORADO AS GRANTEE
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Date Approved: September 19, 2018
Amount of Grant: \$4,000
Subrecipient: St. Mary's Foundation Gray Gourmet Program
Completion Date: August 31, 2019

I. AGREEMENT

THIS AGREEMENT, made and entered into this 19 day of September, 2018 by and between the CITY OF GRAND JUNCTION, COLORADO (hereinafter referred to as "*City*"), and St. Mary's Foundation Gray Gourmet Program, a not-for-profit agency (hereinafter referred to as "*Subrecipient*").

Recitals:

The *City* as an entitlement recipient and grantee of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program does hereby enter this Agreement with the *Subrecipient* for the expenditure of CDBG funds in accordance with Title 24, Part 570 of the Code of Federal Regulations (24 CFR 570.000 *et. seq.* hereinafter referred to as *CDBG Regulations* and the *Uniform Requirements* in accordance with Title 2 Part 200 of the Code of Federal Regulations (2 CFR 200 *et. seq.*)

Pursuant to such Agreement the City has awarded the Subrecipient CDBG funds to undertake certain activities necessary for the execution of certain projects the City deems necessary, desirable and in furtherance of the purposes of the program. To accomplish those goals, the City does agree to disburse funds to the Subrecipient to execute its project in accordance with the CDBG Regulations and this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are a substantive part of this Agreement and the following provisions which are approved by the City and the Subrecipient, they mutually agree as follows:

II. SUBRECIPIENT OBLIGATIONS AND SCOPE OF SERVICES

A. Activities

The sub-granting of CDBG funds to and the scope of services to be rendered by the Subrecipient shall be for the provision of the services described in Exhibit A attached hereto and made a part of this Agreement. Subrecipient agrees to perform the work described in Exhibit A in compliance with all provisions of this Agreement and it agrees to conduct all activities of the Subrecipient, whether funded in whole or in part by CDBG funds from the City in accordance with the provisions contained in 24 CFR 85 and 570 *et. seq.* and *inter alia*. Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions to be performed hereunder as required by this Agreement or by law and that there is adequate consideration to support the making and enforcement of this Agreement.

B. National Objectives

Subrecipient certifies that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's National Objectives. The specific National

Objective to be met and how it will be met by the Subrecipient is described in Exhibit A attached to and incorporated by reference into this Agreement.

C. 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 the City or its designees for review upon request.

III. RESPONSIBILITY OF THE CITY

The City shall designate representative(s) of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the execution of this Agreement and disbursing funds in connection with the program in accordance with the Agreement.

IV. PAYMENT

If Subrecipient is not in default hereunder, and subject to City's receipt of the Department of Housing and Urban Development Community Development Block Grant funds and provided that the Agreement and Scope of Services are eligible expenditures of Community Development Block Grant funds, the City agrees to pay the Subrecipient a total dollar amount that is described on Exhibit A of this Agreement. Payment shall be made upon presentation of invoices which Subrecipient certifies are true and correct copies of payments due on behalf of the Subrecipient, for an activity covered by this Agreement and made in accordance and compliance with the Scope of Services. Payment may be withheld by the City in the event of non-performance by Subrecipient. The City may, at its sole discretion, retain 10% of each disbursement with final payment made upon successful completion of the project including satisfactory compliance with all City, state and federal requirements.

V. GENERAL CONDITIONS

A. General Compliance

The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations and policies governing the funds provided under and the obligations imposed by this Agreement. The Subrecipient 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 or a partnership or joint venture between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, suits, charges, damages, costs, fees, expenses and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or other subject matter called for or otherwise provided in this Agreement.

D. Workers' Compensation

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

E. Insurance and Bonding

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

F. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendment(s) make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the City Council. Such amendment(s) shall not invalidate this Agreement nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state or local governmental law, rules, guidelines, regulations, policies and/or 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 the City and Subrecipient.

G. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service may only be undertaken with the prior written approval of the City. 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 Subrecipient under this Agreement shall, at the option of the City, become the property of the City and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

In accordance with 24 CFR 85.43 and 44 the City may suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the law, rules, regulations or provisions referred to herein and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is reason to believe the Subrecipient is in noncompliance with any applicable law, rules or regulations, the City may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the City or is otherwise found by the City to be in compliance.

VI. ADMINISTRATIVE REQUIREMENTS

A. Uniform Administrative Requirements

1. Accounting Standards

The Subrecipient agrees to comply with the *Uniform Requirements* for accounting principles and procedures required therein, to utilize adequate internal controls and maintain necessary source documentation for all costs incurred. Subrecipient shall comply and/or cause compliance with all audit reports required by the City and in conformity with 2 CFR 200.501 *et. seq.* as applicable. (See also B. 7 below)

2. Cost Principles

The Subrecipient shall administer its program in conformance with the *Uniform Requirements* pertaining to cost as applicable. These principles shall be applied for all costs incurred.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all required records required specified in 24 CFR Part 570.506. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- 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 Part 570.502, and 2 CFR Part 200 *et. seq.* and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all required records incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement 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 and the same has started before the expiration of the three-year period, then such records must be retained until completion of the action(s) and resolution of all issues or the expiration of the three-year period, whichever occurs later.

3. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the unauthorized 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 except as allowed or provided by law.

4. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients and/or 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 officials for purposes of investigation to ascertain compliance with the law, rule, regulations and provisions stated herein. The Subrecipient understands that the City, the Comptroller General and the Secretary of HUD shall have access to all records related to this project.

5. Reversion of Assets

The Subrecipient shall describe in writing in a form established by the City, all CDBG Assets to be obtained as a result of the funded activity. CDBG Asset shall mean an asset(s) purchased in whole or in part with CDBG funds or improved in whole or in part with CDBG funds and having a fair market value of – N/A -- or greater.

The City shall have a security interest in any and all CDBG Assets and after being obtained by the Subrecipient the City's security interest shall be perfected by means of: a) a deed of trust for real estate, encumbering the Subrecipient's equity in the real estate; or b) a lien notation on the certificate of title for a motor vehicle(s); or c) a security agreement and financing statement for personal property; or d) an assignment of accounts receivable for accounts receivable. The deed of trust shall be recorded with the Mesa County Clerk, the lien with the Colorado Department of Revenue and the financing statement and assignment of accounts recorded with the Colorado Secretary of State. The account debtors will be notified in writing of the assignment of accounts receivable. The Subrecipient shall transfer to the City any Community Development Block Grant funds related to this project on hand at the time of expiration of this Agreement and/or any accounts receivable of Community Development Block Grant funds related to this project. The instruments necessary to perfect the security interest will be prepared by the City Attorney. The Subrecipient shall pay all recording fees and mailing costs with other than CDBG funds.

If the Subrecipient ceases to use a CDBG Asset for CDBG purposes, the City may, in its discretion, direct the Subrecipient to convey the CDBG Asset to the City or require the Subrecipient to repay the CDBG funds that were used in whole or in part to acquire the CDBG Asset. The instruments necessary to convey the CDBG Asset will be prepared by the City Attorney.

In accordance with 24 CFR 570.503(b)(7) any real property under the Subrecipient's control that was acquired or improved, in whole or in part, with CDBG Funds (including CDBG funds provided to the Subrecipient in the form of a loan) shall, at the option of the City either a) be used for an eligible CDBG activity, as determined by the City and as provide for in a legal instrument(s) creating the interest, for a period of at least 5 years after the expiration of this Agreement or such longer period as the City may require or b) be disposed of in a manner that results in the City's being reimbursed in the lesser amount of the CDBG funds that were expended on the real property or the current fair market value of the property, less any portion of the value attributable to the expenditure of non-CDBG funds for acquisition or improvement(s) to the property.

The Subrecipient agrees to use all improvements made to the real property, with CDBG funds, as set forth in Exhibit "A."

6. Program Income

The Subrecipient agrees that it shall not use CDBG funds in any manner which shall provide income to the Subrecipient. Any interest income earned on funds generated through the use of investment of funds received from CDBG shall be cause, in the sole discretion of the City, for recapture of such income and/or the full amount of funds granted to the Subrecipient.

The Subrecipient shall report quarterly all program income (as defined by 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 limitation, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program balance(s) on hand. All unexpended program income shall be returned to the City at the end of the contract period as required by 24 CFR 570.503(b)(7). Any interest earned on cash advances from the US Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by the Agreement shall be made available to the City, their designees and/or the federal government, at any time during normal business hours, as often as the City deems necessary, to audit, examine and make excerpts or transcripts of all data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt of notice of deficiency. Failure of the Subrecipient to comply with the above audit requirements constitutes a violation of this Agreement and may result in the withholding of payment(s). The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with City policy and, as applicable, the *Uniform Requirements*.

C. Reporting, Payment and Procurement Procedures

1. Indirect Costs

Indirect costs are not allowed and shall not be charged. The Subrecipient shall not develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall not submit such plan to the City for approval, in a form specified by the City.

2. Payment Procedures

The City will pay to the Subrecipient funds available under this agreement based upon information submitted by the Subrecipient and consistent with the approved budget and any City policies concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed the actual grant award. In addition, the City reserves the right to liquidate funds available under this agreement for costs incurred by the City on behalf of the Subrecipient.

3. Progress Reports

The Subrecipient shall submit Progress Reports to the City in the time and manner specified in Exhibit A of this Agreement.

D. Procurement – *Uniform Requirements*

The Subrecipient shall procure all materials, property or services in accordance with the

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

The Subrecipient and the City agree that no persons are being displaced. But if they were Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations of 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 §570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient 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 504 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 Subrecipient shall not discriminate against any person, 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 Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to: 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 Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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 contract, 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 City 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 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. 706) which prohibits discrimination against the handicapped in any federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Subrecipient shall submit a plan for an Affirmative Action Program for approval by the City.

2. W/MBE

The Subrecipient will use its best efforts to afford 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 "minority and women-owned business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. 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.

4. Subcontractor Provisions

The Subrecipient shall include the provisions of Paragraphs VIII A, 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 subrecipients or subcontractors.

C. Employment Restrictions-Prohibited Activity

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 and nepotism activities.

D. Conduct

1. Assignability

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

2. Subcontracts

- a. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City.
- b. The Subrecipient understands that the City and/or HUD will monitor the

Subrecipient for compliance with this Agreement. c. 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. d. The Subrecipient shall undertake to ensure 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 forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

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

4. Conflict of Interest

The Subrecipient 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. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "*Disclosure Form to Report Lobbying*," in accordance with instructions;
- c. It will 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; and
- d. Lobbying 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 \$10,000.00 and not more than \$100,000.00 for each failure.

6. Copyright

If this Agreement 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 government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement 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).

E. "Section 3" Clause

1. 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 agreement and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, 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:

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

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

concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

2. Subcontracts

The Subrecipient shall include the foregoing 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 entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following insofar as they apply to the performance of this Agreement. (The Subrecipient does not assume the City's environmental responsibilities described in §570.604 nor does it assume the responsibility for initiating the review process under 24 CFR Part 52.) *Clean Air Act*, 42 U.S.C., 7401, et seq.; *Water Pollution Control Act*, as amended, 33 U.S.C. 1251, et seq., as amended, 1319 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 and 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 Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

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

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the *National Historic Preservation Act* of 1966, as amended (16 U.S.C. 470) and the

procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

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

X. CONSTRUCTION CONDITIONS

A. Labor Standards

The Subrecipient 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 USC 276a-276a-5; 40 USC 327 and 40 USC 276 c) 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 Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements. Such documentation shall be made available to the City for review upon request.

The Subrecipient 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 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

B. Asbestos

The Contractor/Subrecipient where undertaking renovation, rehabilitation, or demolition actions shall follow the notification and strict work practices for asbestos handling, removal, storage and transport as required under 40 CFR Part 61, Subpart m and 40 CFR Part 763 as well as for worker protection standards and exposures as required under 29 CFR 1910.1001 (non-construction), 1926.58 (construction), 40 CFR Part 763, Subpart G, and any applicable local regulations.

C. Energy Efficiency

The Contractor/Subrecipient shall comply with the *1989 Model Energy Code*, incorporated herein by this reference, for all new buildings constructed under this Agreement to address federal energy efficiency requirements found at 24 CFR 85.36 (i) (13) incorporated herein by this reference.

XI. 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.

XII. ENTIRE AGREEMENT

The provisions set forth in items I-XI, and all attachments to this Agreement which includes the Subrecipient's lease with the City, constitute the entire Agreement between the parties hereto and no statement, promise, conditions, understanding, inducement or representation, oral or written, express or implied, which is not contained herein shall be binding or valid.

IN WITNESS WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.



CITY OF GRAND JUNCTION, COLORADO

BY:

City Manager

ATTEST:

W Winkelmann
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

SUBRECIPIENT:

BY: Carmen Shipley Executive Director
Signature Title

ATTEST: _____

**2018 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
EXHIBIT A
SCOPE OF SERVICES**

Date Approved: September 19, 2018

Amount of Grant: \$4,000

Subrecipient: St. Mary's Foundation Gray Gourmet Program

Completion Date: August 31, 2019



1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$4,000 from its 2018 Program Year CDBG Entitlement Funds to purchase food for meals served by the Gray Gourmet Program located at 551 Chipeta Avenue, Grand Junction, Colorado ("Property"). Subrecipient prepares and serves a nutritious lunch time meal for Mesa County seniors age 60 or older.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.201(e)) - seniors. It shall meet this objective by providing the above-referenced counseling services in Grand Junction, Colorado.
3. The project consists of using CDBG funds to purchase food to help off-set the cost of meals to be prepared and served for 10 to 11 more City residents with an estimated 1,952 more meals. Meals are prepared at the main program office located at 551 Chipeta Avenue. It is understood that the \$4,000 of City CDBG funds shall be used only for the services described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2018 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$281,800 as follows:

CDBG Funds: \$4,000 Other Funds: \$277,800
6. This project will provide for an estimated three percent increase in number of meals served and number of clients.
7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

 Subrecipient

 City of Grand Junction

8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

 Subrecipient
 City of Grand Junction

Attachment 1 – Performance Measures

1. Output Measures

- A. Total Number of unduplicated clients anticipated to be served during the contract: 1,500
- B. Number of unduplicated LMI City residents to be served during the contract: 1,020
- C. Of the City residents to be served, how many will: i) have new or continued access to the service/benefit: 1,020; ii) have improved access to the service or benefit: ___; and iii) receive the service or benefit that is improved/no longer substandard___.

2.) Schedule of Performance

Estimate the number of unduplicated City residents to be served per quarter of the contract:

Q1: 255 Q2: 255 Q3: 255 Q4: 255

3) Payment Schedule

During the contract, funds will be drawn Q1: 50% Q2: 25% Q3:25% Q4: ___

4) Outcome Measures



Activity (select one) Senior Service ___ Youth Service ___ Homeless Service ___ Disabled Service ___ LMI Service ___ Fair Housing Service ___ Housing ___ Other

Primary Objective (select one) Create a suitable living environment ___ Provide decent, affordable housing ___ Create economic opportunity(ies)

Primary Outcome Measurement (select one) ___ Availability/Accessibility ___ Affordability Sustainability

Summarize the means by which outcomes will be tracked, measured and reported

The types of households or persons served are of special need (elderly). All clients complete intake forms that have questions determined by the State Union on Aging including income, living arrangements, frailty and nutritional risk.

 Subrecipient
 City of Grand Junction