

MOTION:

**October 20, 2020
Regular Meeting**

SECOND:

Res. No. 20-

RE: ACCEPT, BUDGET, AND APPROPRIATE \$40,000 OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM THE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE DEPARTMENT OF SOCIAL SERVICES TO PROVIDE TRANSPORTATION SERVICES TO PEOPLE WHO ARE HOMELESS

ACTION:

WHEREAS, the Office of Housing and Community Development (OHCD) would like to provide \$40,000 of Community Development Block Grant (CDBG) funding to the Department of Social Services (DSS) for the transportation of people who are homeless in Prince William County (PWC); and

WHEREAS, the CDBG funds will be used to provide transportation services to homeless individuals from the streets to a local shelter with available space, either from an established pick-up site or by appointment from the individual's current location. Also provide transportation between shelters or to and from medical clinics, detoxification facilities, public assistance offices, other local service providers and any other transportation needs for those individuals identified as homeless; and

WHEREAS, a Memorandum of Agreement (MOA) has been established between OHCD and DSS, and the MOA authorizes DSS to expend up to \$40,000 of CDBG funding for transportation services for persons who are homeless in Fiscal Year (FY) 2021, with funding terminating on June 30, 2021, and only expenditures to that date are authorized for reimbursement; and

WHEREAS, as part of the FY 2022 budget process, \$40,000 of CDBG funding will be budgeted in DSS for homeless transportation services. This grant is awarded for five consecutive years (FY 2021 – FY 2025), so it will be included in each of the five-year plan;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby accepts, budgets, and appropriates \$40,000 of Community Development Block Grant funds from the Office of Housing and Community Development for the Department of Social Services to provide transportation services to people who are homeless.

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

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For Information:
Social Services Director

ATTEST: _____

Clerk to the Board



STAFF REPORT

Board Meeting Date:	October 20, 2020
Agenda Title:	Accept, Budget, and Appropriate \$40,000 of Community Development Block Grant Funds from the Office of Housing and Community Development for the Department of Social Services to Provide Transportation Services to People Who Are Homeless
Requested Action:	Accept, budget, and appropriate grant funding from the Office of Housing and Community Development.
Department / Agency Lead:	Department of Social Services
Staff Lead:	Courtney Tierney, Director

EXECUTIVE SUMMARY

On May 19, 2020, via Resolution Number (Res. No.) 20-378, the Prince William Board of County Supervisors (BOCS), approved recommendations for the funding of projects under the Community Development Block Grant (CDBG) program for Fiscal Year (FY) 2021 (Federal Fiscal Year ((FFY) 2020), which was based upon anticipated federal funding since Congress had not adopted a budget. Office of Housing and Community Development (OHCD) has received its FY 2021 grant agreements and has included a CDBG funded project in the amount of \$40,000 for "Transportation for the Homeless in the Prince William Area". OHCD is partnering with the Department of Social Services (DSS) to implement this CDBG transportation project.

Staff recommends that the Board of County Supervisors (BOCS) accept, budget, and appropriate \$40,000 of Community Development Block Grant Funds from the Office of Housing and Community Development for the Department of Social Services (DSS) to provide transportation services to people who are homeless.

BACKGROUND

Persons who are homeless often lack the financial means for transportation to and from employment, medical appointments, stores to purchase food and medications, and other necessary locations.

The OHCD is designating a \$40,000 grant of CDBG funds to DSS for the transportation of persons who are homeless in Prince William County (PWC). A similar grant was designated by the OHCD for transportation services in FY 2016. The BOCS approved a \$30,000 grant via Res. No. 16-286 on February 23, 2016.

Prince William County has established transportation agreements with the local taxicab companies to provide transportation services for people who are homeless. The Coordinated Entry staff in Homeless Services will provide oversight and be responsible for authorizing the use of these grant funds. Once the transportation has been scheduled by Coordinated Entry, the taxicab companies will invoice DSS for payment

STAFF RECOMMENDATION

It is the recommendation of staff that the Board of County Supervisors (BOCS) accept, budget, and appropriate \$40,000 of Community Development Block Grant Funds from the Office of Housing and Community Development for the Department of Social Services to provide transportation services to people who are homeless.

Service Level / Policy Impact

A Memorandum of Agreement (MOA) has been established between OHCD and DSS, and the MOA authorizes DSS to expend up to \$40,000 of CDBG funding for homeless transportation services in FY 2021. DSS will submit all required supporting documentation to OHCD and will be reimbursed up to \$40,000.

The CDBG funds provided to DSS will provide transportation services for up to 350 homeless individuals from the streets to a local shelter with available space, either from an established pick-up site or by appointment from the individual's current location. Also, DSS will provide transportation between shelters or to and from medical clinics, detoxification facilities, public assistance offices, other local service providers, and any other transportation needs for those individuals identified as homeless.

Fiscal Impact

The Homeless Services revenue and expenditure budget will increase \$40,000. This grant does not require a local match. This grant has been awarded for a five-year period (FY 2021 to FY 2025) and will be included in the FY 2022 Proposed Budget and Five-Year Plan.

Legal Impact

The Board has the legal authority to accept, budget, and appropriate grant funds.

STAFF CONTACT INFORMATION

Courtney Tierney | (703) 792-7520
ctierney@pwcgov.org

ATTACHMENT

- Memorandum of Agreement between Office of Housing and Community Development and Department of Social Services

MEMORANDUM OF AGREEMENT BETWEEN

Prince William County Office of Housing and Community Development

AND

Prince William County Department of Social Services

FOR

Transportation for the Homeless in the Prince William Area

THIS AGREEMENT entered this 1st day of July, 2020 by and between the Prince William County Office of Housing and Community Development (herein called the "Grantee") and, Prince William County Department of Social Services; DUNS #00-309-6740 (herein called the "Subrecipient"), with Case Number 21-29CD-4205-3.

WHEREAS, the Grantee has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

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

1. SCOPE OF SERVICE AND DEFINITIONS:

Prince William County Office of Housing and Community Development (OHCD) as the Grantee is responsible for administration of the Community Development Block Grant (CDBG) Agreement with the federal Department of Housing and Urban Development (HUD) and to ensure that all CDBG Funds are used in accordance with all program requirements [24 CFR 570.501(b)]. OHCD will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions as set forth in this Agreement.

Non-federal Entity:

- State, local government, Indian tribe, institution of higher education, or nonprofit that is the recipient or Subrecipient

Pass-through Entity:

- Non-federal entity that provides a subaward to a subrecipient

Subrecipient:

- Subrecipient – an entity that expends awards received from a pass-through entity to carry out a project. As defined by OMB Circular A-133, a subrecipient relationship exists when funding from a pass-through entity is provided to perform a portion of the scope of work or objectives of the pass-through entity's award agreement with the awarding agency. A pass-through entity is an entity that provides an award to a subrecipient to carry out a project.

The Subrecipient:

1. Determines who is eligible to receive financial assistance, and which specific type of federal assistance is to be distributed. For example: a. Organization determines whether a potential customer meets a project's eligibility requirements for assistance under that project.
2. Has its performance measured against whether it meets the objectives of the project? For example:
 - a. Awarding entity holds the organization responsible for meeting performance targets that are tied to project objectives.
 - b. Awarding entity holds the organization responsible for meeting expenditure targets to maximize the use of project funding.
 - c. Awarding entity requires organization to submit regular oral or written progress reports and/or explanations of variance relating to program objectives and/or fund maximization.
 - d. Awarding entity may sanction the organization if program objectives are not met.
 - e. Organization must submit a comprehensive closeout package at the end of the agreement.
3. Has responsibility for programmatic decision making. For example:
 - a. Organization has latitude to make decisions within terms of agreement.
 - b. Organization makes policy decisions governing how it carries out a project.
 - c. Organization makes operational decisions governing how it carries out a project.
 - d. Organization makes decisions regarding the appropriate assistance for a particular customer.
4. Has responsibility for adherence to applicable program requirements. For example:
 - a. Awarding entity holds the organization responsible for compliance with applicable statutes, regulations, rules, policies and guidance.
 - b. Organization receives technical assistance or training from the awarding entity relating to project requirements.
 - c. Awarding entity monitors the organization for compliance with applicable program requirements.
5. Uses the funds to carry out a project of the organization as compared to providing goods or services for a project of the awarding entity. For example:
 - a. Organization performs all or a portion of the scope of work or objectives of the award received by the awarding entity.
 - b. Organization's role requires more than dealing, distributing or selling goods or services that support a project.
 - c. Awarding entity identifies the organization's programmatic involvement as a separate scope of work and budget that must be approved by the awarding entity.

A. Activities

The Subrecipient will be responsible for administering a Community Development Block Grant (CDBG) public service activity titled "Transportation for the Homeless in the Prince William Area". The period of performance for this activity will run concurrent with the Prince William County Office of Housing & Community Development (OHCD) current *Five-Year Consolidated Plan* for the period of (Fiscal Year 2021 thru Fiscal Year 2025).

Prince William County Department of Social Services will administer this program activity in a satisfactory and accurate manner as determined by OHCD and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

Program Delivery

Activity #1: Provide transportation services for up to 350 homeless individuals from the streets to a local shelter with available space, either from an established pick-up site or by appointment from the individual's current location. Also provide transportation between shelters or to and from medical clinics, detoxification facilities, public assistance offices, other local service providers and any other transportation needs for the individuals as needed for those identified as homeless.

General Administration

The Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipients expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

The Subrecipient certifies that all activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives - 1) project benefits at least 51% low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency, as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/PROGRAM GOAL	COMPLETION DATE
Plan and Development Program Operations	11/1/2020
Development Monitoring and Bill Policies	11/1/2020
Inform community partners of program services, operations & guidelines	11/8/2020
Secure Service Providers	11/5/2020
Submit Quarterly Report	October 15
Submit Quarterly Report	January 15
Submit Quarterly Report	April 15
Program Close Out	June 30,
Submit Close Out Report	July 15

D. Staffing

The Subrecipient shall assign the following staff as Key Personnel to this project.

Staff Member/Title	General Program Duties	Time Allocation
Bibi Brown	Coordinate transportation of clients.	25%
Jeanine Gravette	Provide oversight of the program	15%
Duan Cayetano	Initiate calls for transportation re: Taxi Vouchers.	30%
Dana Carey	Reconciliation of Invoices	10%

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient by tracking project progress against goals and performance standards required herein; reviewing payment requests for applicable costs, managing the timely reimbursement request of CDBG funds, overseeing compliance with CDBG requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within ten (10) days after being notified by the Grantee, Subrecipient Agreement suspension or termination will be initiated, and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the **1st** day of **July 2020** and end on the **30th** day **June**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

III. BUDGET

Line Items:	CDBG Funds
Contractual Services	\$40,000.00
TOTAL	\$40,000.00

Any amendments to the Budget must first be consistent with CDBG regulations and must be submitted in writing by the Subrecipient and approved in writing by OHCD.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the following budget and fiscal year schedule. All CDBG Funds are subject to OHCD receiving its yearly CDBG entitlement allocation for the identified fiscal years and OHCD entering into Grant Agreements with the U.S. Department of Housing & Urban Development before obligated funding. OHCD will notify the Subrecipient each year should it be necessary to terminate the Agreement based on lack of appropriated funding:

- *\$40,000 - FY2021 CDBG Funds July 1, 2020 through June 30, 2021*
- *\$40,000 - FY2022 CDBG Funds July 1, 2021 through June 30, 2022*
- *\$40,000 - FY2023 CDBG Funds July 1, 2022 through June 30, 2023*
- *\$40,000 - FY2024 CDBG Funds July 1, 2023 through June 30, 2024*
- *\$40,000 - FY2025 CDBG Funds July 1, 2024 through June 30, 2025*

Reimbursement under this Agreement will be based on submission of the "Subrecipient Payment Request" form, supported by appropriate and required documentation of costs actually incurred, within the Agreement period. It is expressly understood that claims for reimbursement will not exceed the budget. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

The Prince William County Purchasing Regulations require that all Subrecipients register and update their information with the County as a Vendor prior to entering into an Agreement for funding. Subrecipients must have a valid email address in order to complete the registration. Due to legal and security issues, each vendor must complete his/her own online registration at the County's secure website; <http://www.pwcgov.org/eservices/eprocurement>. Each vendor will create a User ID and Password and make any necessary changes and updates to their information in our database.

It is understood that this agreement is funded with CDBG fund through the Prince William County Office of Housing and Community Development, and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that OHCD may prescribe.

V. NOTICES

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

Grantee	Subrecipient
Joan S. Duckett, CPD Division Chief Prince William County OHCD 15941 Donald Curtis Drive, Suite 112 Woodbridge, Virginia 22191 Telephone: 703-492-2300 Fax : 703-492-0499 E-mail : jduckett@pwcgov.org	Courtney Tierney Department of Social Services 7987 Ashton Avenue #200 Manassas, Virginia 20109 Telephone: 703-792-7520 Fax: 703-792-6887 E-mail: ctierney@pwcgov.org

VI. SPECIAL CONDITIONS

None – Forgivable Grant – Public Service

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this Agreement without giving a 30-day notice. See Section H. Suspension or Termination.

Payment and Beneficiaries

Beneficiaries of the project and final reimbursement/payment must take place before June 30th as outlined in Section 4 of this Agreement.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) as now in effect and as may be amended from time to time. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant

funds otherwise available.

B. Suspension and Debarment:

The suspension and debarment process protects the federal government and Grantees from fraud, waste and abuse by using a number of tools to avoid doing business with non-responsible contractors. Suspension and Debarments are the most widely known tools. Agreements will not be solicited from, contracts will not be awarded to, existing contracts will not be renewed or otherwise extended for, and subcontracts requiring OHCD approval will not be approved for Subrecipients who are verified to be found on the HUD debarred list.

C. 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 Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee 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 contractor.

D. Hold Harmless

The Subrecipient, to the extent permitted by law, shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipients performance or nonperformance of the services or subject matter called for in this Agreement.

E. Workers' Compensation

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

F. Insurance & Bonding

Consistent with the requirements of 2 CFR Part 200 Subpart D §304 and §310, the Sub-Recipient shall carry sufficient insurance coverage to protect current assets from loss due to theft, fraud and/or undue physical damage. The Subrecipient shall comply with all bonding and insurance requirements of 2 CFR Part 215.

G. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing financial assistance supporting the service through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement. The Subrecipient agrees not to use CDBG funds for such recognition and/or any other promotional material or efforts.

H. Amendments

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

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

amendments signed by both Grantee and Subrecipient.

I. Suspension or Termination

In accordance with 2 CFR 200.338-339, this Agreement may be terminated by either the Grantee or the Subrecipient in whole or in part, 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 I. A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's option, 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 Grantee, become the property of the Grantee, 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.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, which include but not limited to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein or such statues, regulations, executive orders, and HUD guidelines, policies or directives as m 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 OHCD of reports that are incorrect or incomplete of any material respect then.

All payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds due to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Account Standards

The Subrecipient agrees to comply with 2 CFR 200 Subpart D §302 - §303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The non-profit Subrecipient shall administer its program in conformance with 2 CFR, Part 200 subpart E, as applicable 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. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR 200 via 2 CFR 2400.101, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 which has been relocated to 2 CFR, Part 225 would apply.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506; that are pertinent to the activities to be funded under this Agreement. Such records shall include but not 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, Subpart D §303Part 215;
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570; and
- h. Records that document that 51 percent of the beneficiaries provided with funds under this Agreement will be LMI persons.

2. Retention

The Subrecipient shall retain all financial records for expenditures incurred, supporting documents, statistical records, and other records pertinent to the Agreement for a period of four (4) 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 that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not 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 Grantee monitors or their designees for review upon request.

4. Disclosure

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

5. Property Records

The Subrecipient shall maintain real property inventory records with clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503(b) (8), as applicable.

6. Close-Outs

The Subrecipients CDBG regulatory obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, de-obligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds including program income.

The Close-Out Report Form must be submitted no later than July 15th showing all funds expended and accomplishments.

7. Audits & Inspections

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

The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and 2 CFR Part 200 Subpart F, Audit required if the Subrecipient receives \$750,000 or more in federal funds. Audit reports must be submitted to the **Federal Audit Clearinghouse (FAC)**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

Are defined as costs that are not directly associated with a single activity, event, or other cost object. Such costs are frequently aggregated into an overhead cost pool and allocated to various activities, based on an allocation method that has a perceived or actual linkage between the indirect cost and the activity. Charging the federal award for indirect costs is never mandatory; a non-Federal entity may conclude that the amount it would recover thereby would be immaterial and not worth the effort needed to obtain it, therefore Prince William County does not identify indirect costs due to limited funding.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and

Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement) and not to exceed Agreement amount. Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Report

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. In order to comply with HUD reporting requirements, the Subrecipient shall submit Quarterly Progress Reports 15 days after the close of the calendar Quarter, i.e., and are due no later than October 15th, January 15th and April 15th. At the sole discretion and direction of the Grantee, such reports will include but not limited to the following information:

- ✓ Obligated funding amount
- ✓ Expended funding amount
- ✓ Activities completed
- ✓ Compliance data collected to-date

Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Subrecipient 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, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.110, Procurement Standards, and Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

3. Travel

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

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

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential 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 Subrecipient 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 Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Right

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 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 Order 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation 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 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 Subrecipient 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 this nondiscrimination clause.

3. Land Covenants

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

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

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

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

The Subrecipient will use its best efforts to afford small businesses, minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business"

means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "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 Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontracts.

The suspension and debarment process protects the federal government and Grantees from fraud, waste and abuse by using a number of tools to avoid doing business with non-responsible contractors. Suspension and Debarments are the most widely known tools. Agreements will not be solicited from, contracts will not be awarded to, existing contracts will not be renewed or otherwise extended for, and subcontracts requiring OHCD approval will not be approved for Subrecipients who are verified to be found on the HUD debarred list.

C. Employment Restrictions

1. 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.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) 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 agrees to comply with Copeland "Anti-Kickback" Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee 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 contracts 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 Agreement, shall comply with Federal requirements adopted by the Grantee 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; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all 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 Agreement, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist 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 Community 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 low- and very low-income persons residing in the metropolitan area in which the project is located."

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

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

Subrecipient will ensure that all of its employees or agents have the legal right to work in the United States, and they do not knowingly employ any unauthorized aliens in connection with the contracted services upon execution of this Agreement.

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

The Subrecipient shall cause all 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. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR §200 Subpart B§112; Subpart D §318 and 570.611, which include, but not limited to the following:

- a. The Subrecipient shall maintain written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contractors supported by Federal funds
- b. No Employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest 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 Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of a 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. 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.

- 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 Subrecipients shall certify and disclose accordingly

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee 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 inherently religious activities, to promote religious interest, 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 Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 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, the Subrecipient shall assure that for activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35 Subpart B. 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. The HUD regulations further require that, depending on the amount of Federal funds provided to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended 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 the Federal, state or local historic property list.

XII. HANDBOOK FOR CDBG SUBRECIPIENTS

Subrecipient is required and agrees to follow the requirements found in the U.S. Department of Housing and Urban Development Office of Community Planning and Development; Community Development Block Grant Program handbook "*Playing by the Rules*". This handbook may be located at the following web address:

http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_17104.pdf

XII. SEVABILITY

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

XIII. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and Subrecipient with respect to this Agreement.

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

GRANTEE

Board of County Supervisors of
Prince William County

SUBRECIPIENT

Prince William County
Department of Social Services

By: Billy Lake
Title: **Billy J. Lake
Director**

By: Courtney Tierney
Title: **Courtney Tierney
Director**