

AGREEMENT BY AND BETWEEN  
*Chabot-Las Positas Community College District / Tri-Valley Career Center*  
AND  
THE CITY OF PLEASANTON

Concerning the Allocation of  
Housing & Human Services Grant (HHSB)  
Funds for Fiscal Year 2020 (20/21) for

PROJECT NO. 2021101  
*Pleasanton Volunteer Income Tax Assistance (VITA) 2020-2021*

Attachments:

- |           |   |
|-----------|---|
| Exhibit A | Work Program and Program Budget   |
| Exhibit B | Conditions for Payment/Attachment B-1 Fee Basis for Public Service Projects |
| Exhibit C | Certificate of Insurance  |
| Exhibit D | Affirmative Action/Section 3 Employment Plan                                |
| Exhibit E | Property Management Standards   |
| Exhibit F | Federal Wage Determination ( <i>for construction projects</i> )             |

**AGREEMENT BY AND BETWEEN**  
***Chabot-Las Positas Community College District / Tri-Valley Career Center***  
**AND THE CITY OF PLEASANTON**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2020, by and between the City of Pleasanton, a Municipal Corporation (hereinafter referred to as "City"), and *Chabot-Las Positas Community College District / Tri-Valley Career Center* (hereafter referred to as "Contractor").

WHEREAS, the City has entered into a Grant Agreement with the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant (CDBG) under the Housing and Community Development Act of 1974, said funds to be used for CDBG Programs and their eligible activities; and

WHEREAS, with the passage of *The Coronavirus Aid, Relief, and Economic Security (CARES) Act* (H.R.748) on March 27, 2020, HUD has awarded the City with Community Development Block Grant Coronavirus (CDBG-CV) funding allocation the City will use to fund activities that respond and prevent the spread of infectious diseases such as COVID-19.

WHEREAS, the City has entered into a Cooperative Agreement with the County of Alameda to form the Alameda County HOME Consortium to qualify for HOME Investment Partnership Act (HOME) funds, funded by HUD, said funds to be used for eligible HOME activities; and

WHEREAS, the City provides grants to agencies that provide housing and human services primarily to low-income residents through its Housing and Human Services Grant (HHS) program based on funding from federal sources such as CDBG and HOME as well as local funding sources; and

WHEREAS, the activities of the Contractor under this Agreement shall be governed by the conditions of the Agreements between the City, HUD, and the County; and including federal regulations for Grants and Agreements set forth in Title 2 Code of Federal Regulations, Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereafter "2 CFR part 200"); and

WHEREAS, the City is desirous of contracting with the Contractor for the provision of certain services, a description of which is presented in Exhibit A, attached hereto; and

WHEREAS, the Contractor is willing and able to perform duties and render services which are determined by the City to be necessary or appropriate for the welfare of residents of the City; and

WHEREAS, the City desires that such duties and services be provided by the Contractor, and the Contractor agrees to perform such duties and render such services, as more particularly set forth below:

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES HEREINAFTER MADE, THE CITY AND THE CONTRACTOR DO MUTUALLY AGREE AS FOLLOWS:

I. STATEMENT OF WORK

A. Contractor shall perform or arrange for the performance of the work under this Agreement in the manner and time provided herein and in accordance with: the budget; the scope of work and any specifications and drawings; and all related documents and provisions attached hereto as Exhibits A through F and incorporated herein by reference.

- B. The City has allocated the sum of **\$9,995 in City General Funds for Human Services** to be expended as described in this contract. Unless an amendment to this contract otherwise provides, that amount shall in no event be exceeded by the Contractor, and the City shall under no circumstances be required to pay in excess of that amount. Payment shall be made subject to the terms and conditions set forth in Exhibit B, attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by the City.

## II. COMMENCEMENT AND COMPLETION REQUIREMENTS

- A. The term of this Agreement begins on the **1st day of July, 2020**, and ends on the **30th day of June, 2021**, or when all contract terms have been completed.
- B. It shall be the responsibility of the Contractor to coordinate and schedule the work to be performed so that commencement and completion will take place in accordance with this Agreement. The City may extend the time for completion of the Agreement in writing, if it determines that delay in the progress of work is not attributable to the negligence of the Contractor and that such delay was due to causes beyond the control of the Contractor.
- C. Any time extension granted to the Contractor to enable the Contractor to complete the work shall not constitute a waiver of rights the City may have under this Agreement.
- D. Should the Contractor not complete the work by the scheduled date or by an extended date, granted by the City in writing, pursuant to previously stated conditions, the City shall be released from all conditions of this Agreement.
- E. Upon completion of performance under this Agreement and a determination of final costs, the Contractor shall submit to the City a certificate of completion for construction projects and a requisition for final payment for service projects, unless otherwise provided in this Agreement.

## III. SUBCONTRACTS

- A. Any subcontract funding under this Agreement shall be submitted to the City for review and approval prior to its execution.
- B. In the event the subcontractor is a private non-profit or neighborhood-based non-profit organization, or a local development or small business investment corporation, the subcontractor is required to comply with the procurement procedures of 2 CFR part 200, Section 200.317 et seq. Procurement Standards (incorporated herein by reference) for the procurement of supplies and services in connection with activities funded under this Agreement.
- C. Any subcontract funded under this Agreement shall be subject to the terms and conditions of this Agreement.

## IV. BUDGET

All requested modifications to the budget, attached to this Agreement and incorporated as part of this Agreement, shall be reviewed and approved by the City. All budget modifications shall require the prior written approval of the City. Budget modifications shall not alter: 1) the basic scope of services required to be performed under this Agreement; 2) the time period for the services to be performed under this Agreement; and 3) the total amount of the authorized budget of this Agreement (see Exhibit A), subject to future amendments as approved by the City Manager or his/her designee. The individual line item budget for a

particular cost category may be exceeded by ten percent of its approved budget, provided the additional funds are used from unused line item budgets and the total contract amount does not exceed the budget.

## V. RECORDS AND REPORTS

- A. All original documents prepared by the Contractor in connection with the work to be performed under this Agreement shall be the property of the City.
- B. The Contractor's records must be made available for review upon request by the City prior to the release of funds. The Contractor shall be responsible for maintaining all records pertaining to this Agreement, including subcontracts and expenditures, and all other financial and property records in conformance with 2 CFR part 200, Section 200.300 et. seq. Subpart D – Post Federal Award Requirements.
- C. Records must be kept accurate and up-to-date. Failure of the Contractor to comply with this provision could result in termination of this Agreement or the Contractor's repayment of funds previously awarded under this Agreement.

## VI. PROGRAM MONITORING AND EVALUATION

- A. The Contractor shall be monitored and evaluated in terms of its effectiveness and timely compliance with this Agreement and the effective and efficient achievement of the Program Objectives.
- B. The Contractor shall undertake continuous quantitative and qualitative evaluation of the Scope of Services as specified in this Agreement and shall make semi-annual reports to the City via the online reporting system or as otherwise specified by the City.
  - 1. The semi-annual reports shall include, but shall not be limited to, the following:
    - a. Title of program, listing of components, description of activities/operations.
    - b. Service area (e.g., citywide, etc., including applicable census tracts).
    - c. Goals - the project goals, indicated numerically, and also the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved towards meeting the specified goals; additionally, identify any problems encountered in meeting goals.
    - d. Beneficiaries - provide the following:
      - i) Total number of direct beneficiaries.
      - ii) Percent of total number of direct beneficiaries who are:
        - Low and moderate income
        - Low income
        - Black, not Hispanic origin
        - White, not Hispanic origin
        - Hispanic
        - American Indian/Alaskan Native
        - Asian or Pacific Islander
        - Female Headed Households

- e. Other information as required by the City.
- 2. The semi-annual report shall be due on the 15th day of the month immediately following the reporting period.
- C. The City shall have ultimate responsibility for overall project monitoring and evaluation, to assist the Contractor in complying with the scope and content of this Agreement, and to provide information which will assist the City's policy- and decision-makers and managers.
- D. The Contractor shall follow the audit requirements of the Single Audit Act and 2 CFR part 200, Section 200.500 et. seq. Subpart F – Audit Requirements..
  - 1. 2 CFR Section 200.500 et. seq. requires that all recipients and subrecipients of Federal financial assistance of \$750,000 or more in a fiscal year shall have an audit performed in accordance with 2 CFR Section 200.500 et. seq.. It is the duty of the City to review the audit for compliance with the requirements of 2 CFR Section 200.500 et. seq...
  - 2. The Contractor must submit to the City by June 30 and December 31 of each year a summary list of all Federal financial assistance received or scheduled to be received by the Contractor during the Contractor's fiscal year.

VII. PROGRAM INCOME

- A. Program income shall be recorded as part of the financial transactions of the grant program and shall be disbursed in accordance with 2 CFR part 200, 200.300 et. seq. Subpart D – Post Federal Award Requirements, see Section 200.307 Program Income, with prior approval or consent of the City.
- B. Program income received by the Contractor shall be returned to the City for future application to Contractor projects.

VIII. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Contractor shall comply with 2 CFR part 200, unless exceptions set forth in 24 CFR 570.502 apply.

IX. RELIGIOUS ACTIVITY PROHIBITION

There shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of this Agreement.

X. REVERSION OF ASSETS

- A. Upon the expiration of this Agreement, the Contractor shall transfer to the City any HHSG funds on hand at time of expiration and any accounts receivable attributable to the use of HHSG funds.
- B. Real property in excess of \$25,000, obtained in whole or in part with HHSG funds, must be used to meet one of the national objectives for a minimum of five years after the expiration of this Agreement or disposed of in a manner that results in the City being reimbursed at fair market value less the value attributable to non-HHSG expenditures.

XI. OTHER PROGRAM REQUIREMENTS

The Contractor certifies that it will carry out each activity in compliance with all Federal laws and regulations described in 24 CFR, Part 570, Sub-part K (570.600-570.612) as relates to a) Non-Discrimination, b) Fair Housing, c) Labor Standards (see attached Exhibit F if applicable), d) Environmental Standards, e) National Flood Insurance Program, f) Relocation and Acquisition, g) Employment and Contracting Opportunities, h) Lead-Based Paint, i) Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients, j) Uniform Administrative Requirements and Cost Principals, k) Conflict of Interest, and l) Displacement.

XII. TERMINATION OF THIS AGREEMENT

The City may terminate this Agreement in whole or in part immediately for cause, which shall include as example but not as a limitation:

- A. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with City, State and Federal laws, regulations, and applicable directives;
- B. Failure to meet the performance standards contained in other sections of this Agreement;
- C. Improper use of reporting of funds provided under this Agreement; and
- D. Suspension or termination by HUD of the grant to the City under which the Agreement is made, or the portion thereof delegated by this Agreement.

**CONTRACTOR:**

*Chabot-Las Positas Community College District /  
Tri-Valley Career Center –  
(VITA 2020-2021)*

**CITY OF PLEASANTON:**

By: \_\_\_\_\_  
Doug Roberts, Vice Chancellor, Business Services

By: \_\_\_\_\_  
Nelson Fialho, City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Karen Diaz, City Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
94-167063  
Federal ID or  
Social Security Number

Approved as to Form:

\_\_\_\_\_  
071680961  
Data Universal Numbering  
System (DUNS) Number

By: \_\_\_\_\_  
Daniel Sodergren, City Attorney

\_\_\_\_\_  
3RCR6  
SAM (System for Award Mgmt.)  
Number (formerly CCR)

**EXHIBIT A**

**CITY OF PLEASANTON  
HOUSING & HUMAN SERVICES GRANT (HHS) PROGRAM  
BETWEEN**

**CITY OF PLEASANTON  
AND  
*Chabot-Las Positas Community College District / Tri-Valley Career Center***

**JULY 1, 2020 THROUGH JUNE 30, 2021**

**Project No. 2021101  
*Pleasanton Volunteer Income Tax Assistance (VITA) 2020-2021***

The project to be undertaken by *Chabot-Las Positas Community College District / Tri-Valley Career Center* shall involve:

*The Tri-Valley Career Center's Volunteer Income Tax Assistance (VITA) program offers hardworking families an alternative paid preparers, many of whom assess high filling fees and expensive refund advancement products. The Pleasanton VITA 2020-2021 will provide 140 Pleasanton residents, majority of which will be low-income residents, with local access to free federal tax preparation services.*

The project shall conform substantially to the scope of work described above. [However, the targets and service goals noted in the application may be adjusted proportionately to reflect a reduction in funding between the amount requested and the amount approved.] Any request to modify the scope of the project shall be submitted to the City of Pleasanton's HHS administrator in the form of a letter. Requests shall be processed as follows:

- a) If the proposed change is in substantial conformance with the original project scope as determined by the City's HHS program administrator, the change may be approved by City staff.
- b) If the proposed change is in partial conformance with the original project scope as determined by the City's HHS program administrator, the change will be submitted for review and approval by the City's Human Services Commission and/or Housing Commission.
- c) If the proposed change is not in conformance with the original project scope as determined by the City's HHS program administrator, the change will be submitted for review and approval by the City's Human Services Commission and/or Housing Commission and then submitted for approval by HUD in the form of a change to the Annual Action Plan.

PROGRAM BUDGET

Chabot-Las Positas Community College District / Tri-Valley Career Center  
Pleasanton Volunteer Income Tax Assistance (VITA) 2020-2021

JULY 1, 2020 THROUGH JUNE 30, 2021

<u>Funding Uses / Expenses</u>	<u>Amount Requested</u> <u>(Pls HHSG ONLY)</u>
Personnel: Salaries* (see instructions below)	\$ 4,142.00
Personnel: Benefits* (see instructions below)	\$ 2,615.00
Operating: Supplies	\$ 47.00
Operating: Printing/Copying	\$ 253.00
Operating: Postage	
Operating: Telephone	
Operating: Rent & Utilities	
Operating: Accounting/Audit	
Operating: Contract Services	
Operating: Program Supplies	
Other: Secure Files Software	\$ 1,736.00
Other: Marketing Development/Placement	\$ 1,066.00
Other: Travel	\$ 136.00
<b>Total</b>	<b>\$ 9,995.00</b>



## EXHIBIT B

### CONDITIONS FOR PAYMENT BETWEEN

CITY OF PLEASANTON

AND

Chabot-Las Positas Community College District / Tri-Valley Career Center

*Pleasanton Volunteer Income Tax Assistance (VITA) 2020-2021*

#### 1. CLIENT CONFIDENTIAL INFORMATION:

The City shall be allowed to review case work history information. The purpose of the City's review is to see randomly selected client information to determine the adequacy of record keeping and quality of services performed.

#### 2. BILINGUAL ASSISTANCE

The Contractor shall provide bilingual professional staff as needed to serve its clients.

#### 3. METHOD OF PAYMENT

All requests for reimbursement shall be in a format approved by the City and shall be submitted to the City on a monthly basis with supporting documentation of actual costs incurred. Requests for reimbursement must be received within 30 days of the end of each claim month.

For public service projects, reimbursements shall be submitted on a monthly basis and shall be organized according to a "fee for service" system (as opposed to a pro-rating of the total yearly grant amount by month or by quarter). Specifically, the Contractor shall develop a reasonable fee basis for the unit cost of providing service to its clients (e.g., per client, per visit, per hour, or other applicable basis). This fee basis shall be set forth in Attachment B-1. Requests for reimbursement shall be expressed in terms of this fee basis and the actual level of service provided during the month for which the invoice is being submitted (e.g., number of clients served, number of visits, number of hours of service, or other applicable measure). Supporting documentation of the level of service shall be included as an attachment to the invoice. Any modifications to the fee basis during the term of this contract shall be submitted to the City for review and approval prior to the submittal of new invoices.

Any adjustments made by the fiscal auditors at the year-end audit, under the American Institute of CPAs (AICPA) guidelines and other relevant federal regulations, should be brought to the attention of City staff for reconciliation.

Monthly invoices should include, by line item, documentation of the expenditure of matching funds on the City contract.

**4. REQUESTS FOR ADJUSTMENTS TO BUDGET LINE ITEMS**

Once the line item budget has been approved through the execution of this contract, there can be no more than four (4) requests for adjustments to budget line item amounts during the contract period, including any final adjustments done at the end of the program year, **June 30, 2021**.

**5. DEADLINE FOR EXPENDITURE OF HHSG FUNDS**

All HHSG funds allocated to the agency by the City of Pleasanton must be expended by the end of the current fiscal year, which is June 30, 2021. Specifically, the agency shall be responsible for submitting all applicable invoices so that the City can issue payment to the agency prior to the aforementioned deadline. The agency shall notify the City by no later than March 31, 2021, if it anticipates problems meeting this deadline so that the City may consider an extension.

**6. COMPLIANCE WITH FEDERAL REGULATIONS**

The Contractor's administrative procedures must be in compliance with the following regulations:

- A. 2 CFR part 200, 200.400 et. seq. Subpart E – Cost Principles.
- B. 2 CFR part 200, 200.300 et. seq. Subpart D – Post Federal Award Requirements.

**Attachment B-1:**

**FEE BASIS FOR PUBLIC SERVICE PROJECTS**  
*(Applies to this project)*

Reimbursements for the public service project covered under this contract shall be submitted on a monthly basis and shall be organized according to the fee basis set forth by the Contractor in the table shown below. The Contractor shall include supporting documentation of the monthly level of service provided as an attachment to each invoice.

*[The Contractor shall list separately, in the table below, each distinct type of service which is anticipated to be provided during the period of this contract:]*

	Type of Service/ Description	Service Unit to be Used (e.g., client, visit, hour, etc.)	Estimated Cost per Service Unit (A)	Projected Service Units to be Provided During Contract Period (B)	Projected Cost (A X B)
1	Free tax Preparation		\$		\$ 9,995.00
2			\$		\$
3			\$		\$
4			\$		\$
		<u>Total Projected Service Cost:</u> <i>(should not exceed total grant amount in contract)</i>			\$ 9,995.00

Any modifications which the Contractor desires to make to the fee basis shown above during the term of this contract shall be submitted to the City for review and approval in writing prior to the submittal of new invoices.

**CONTRACTOR**

\_\_\_\_\_

*Doug Roberts, Vice Chancellor, Business Services*

\_\_\_\_\_

*Date*

## EXHIBIT C

### INSURANCE COVERAGE

Subrecipient shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, its agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Insurance Services Offices Property Broad Cause of Loss (form CP 10 20). (To be used if project award Funds are used for purchase of or remodeling of structure.)

#### Minimum Limits of Insurance

Subrecipient shall maintain limits no less than:

1. General Liability, including operations, products and completed operations, as applicable:  
**\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:  
**\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability:  
**\$1,000,000** per accident for bodily injury or disease.
4. Property Insurance: 100% of the replacement value with no coinsurance penalty provision. (To be used if project award Funds are used for purchase of or remodeling of structure.)

#### Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City of Pleasanton. At the option of the City of Pleasanton, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Pleasanton, its officers, officials, employees and volunteers; or the Subrecipient shall provide a financial guarantee satisfactory to the City of Pleasanton guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Pleasanton, its officers, officials, employees and designated volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Subrecipient; or automobiles owned, leased, hired or borrowed by the Subrecipient. The coverage shall contain no special

limitations on the scope of protection afforded to the City of Pleasanton, its officers, officials, employees or volunteers.

2. For any claims related to this project, the Subrecipient's insurance coverage shall be primary insurance as respects the City of Pleasanton, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Pleasanton, its officers, officials, employees or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect coverage provided to the City of Pleasanton, its officers, officials, employees or volunteers.
4. The Subrecipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Pleasanton.

The Property Insurance policy shall include the City as an insured and as loss payee on any insurance. The City shall not be liable for any consequential loss sustained by Subrecipient. City shall not be liable for any loss of Subrecipient's personal property.

### **Acceptability of Insurers**

If the insurance company providing coverage is licensed to do business in the State of California, the company shall have an A.M. Best rating of not less than A:VII. If the insurance company is not licensed to do business in California, the A.M. Best rating shall be not less than A+:X.

### **Verification of Coverage**

Subrecipient shall furnish the City of Pleasanton certificates of insurance and endorsement(s) effecting coverage to the City of Pleasanton for approval. The endorsements shall be on forms acceptable to the City of Pleasanton. All certificates and endorsements are to be received and approved by the City of Pleasanton before work commences. The City of Pleasanton reserves the right to require complete, certified copies of all insurance policies or Memorandums of Coverage (if Subrecipient is a member of a Joint Powers Authority) required by this section.

## EXHIBIT D

### **CITY OF PLEASANTON AFFIRMATIVE ACTION PLAN UNDER SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

#### PURPOSE

To insure that, to the greatest extent feasible, projects financed through the City of Pleasanton's Housing & Human Services Grant (HHSG) Program provide business and employment opportunities to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons..

In all contracts for work in connection with a HHSG project, the following clause (referred to as the Section 3 Clause), shall be included:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, the availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled 1) after the contractor is selected but not before the contract is executed, and 2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- F. Non-compliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
  
- G. With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that, to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

SECTION 3 EMPLOYMENT PLAN

NAME OF CONTRACTOR:

SERVICES TO BE PROVIDED:

CONTRACT AMOUNT: \$

The following work force is anticipated to be necessary to satisfactorily complete this work:

Job Classifications

Existing Work Force

Anticipated New Hires

Contractor agrees to undertake a good faith effort to comply with all of the provisions of Section 3 of the Housing and Urban Development Act of 1968.

CONTRACTOR

\_\_\_\_\_

Doug Roberts, Vice Chancellor, Business Services

\_\_\_\_\_

Date



## EXHIBIT E

### PROPERTY MANAGEMENT STANDARDS

1. This attachment prescribes uniform standards governing the utilization and disposition of property furnished by the Federal Government or acquired in whole or in part with Federal funds by State and local governments. Federal grantor agencies shall require State and local governments to observe these standards under grants from the Federal Government and shall not impose additional requirements unless specifically required by Federal law. The grantees shall be authorized to use their own property management standards and procedures as long as the provisions of this attachment are included.
2. The following definitions apply for the purpose of this attachment:
  - a. Real property. Real property means land, land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.
  - b. Personal property. Personal property means property of any kind except real property. It may be tangible -- having physical existence, or intangible -- having no physical existence, such as patents, inventions, and copyrights.
  - c. Nonexpendable personal property. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit. A grantee may use its own definition of nonexpendable personal property provided that such definition would at least include all tangible personal property as defined above.
  - d. Expendable personal property. Expendable personal property refers to all tangible personal property other than nonexpendable property.
  - e. Excess property. Excess property means property under the control of any Federal agency which, as determined by the head thereof, is no longer required for its needs.
3. Each Federal grantor agency shall prescribe requirements for grantees concerning the use of real property funded partly or wholly by the Federal Government. Unless otherwise provided by statute, such requirements, as a minimum, shall contain the following:
  - a. The grantee shall use the real property for the authorized purpose of the original grant as long as needed.
  - b. The grantee shall obtain approval by the grantor agency for the use of the real property in other projects when the grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs, or programs that have purposes consistent with those authorized for support by the grantor.
  - c. When the real property is no longer needed as provided in a. and b., above, the grantee shall return all real property furnished or purchased wholly with Federal grant funds to the control of the Federal grantor agency. In the case of property purchased in part with Federal grant funds, the grantee may be permitted to take title to the Federal interest therein upon compensating the Federal Government for its fair share of the property. The Federal share of the property shall be the amount computed

by applying the percentage of the Federal participation in the total cost of the grant program for which the property was acquired to the current fair market value of the property.

4. Standards and procedures governing ownership, use, and disposition of nonexpendable personal property furnished by the Federal Government or acquired with Federal funds are set forth below:
  - a. Nonexpendable personal property acquired with Federal funds. When nonexpendable personal property is acquired by a grantee wholly or in part with Federal funds, title will not be taken by the Federal Government except as provided in paragraph 4.a.(4), below, but shall be vested in the grantee subject to the following restrictions on use and disposition of the property:
    - (1) The grantee shall retain the property acquired with Federal funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by Federal funds. When there is no longer a need for the property to accomplish the purpose of the grant program, the grantee shall use the property in connection with other Federal grants it has received in the following order of priority:
      - (a) Other grants of the same Federal grantor agency needing the property.
      - (b) Grants of other Federal agencies needing the property.
    - (2) When the grantee no longer has need for the property in any of its Federal grant programs, the property may be used for its own official activities in accordance with the following standards:
      - (a) Nonexpendable property with an acquisition cost of less than \$500 and used four years or more. The grantee may use the property for its own official activities without reimbursement to the Federal Government or sell the property and retain the proceeds.
      - (b) All other nonexpendable property. The grantee may retain the property for its own use provided that a fair compensation is made to the original grantor agency for the latter's share of the property. The amount of compensation shall be commuted by applying the percentage of Federal participation in the grant program to the current fair market value of the property.
    - (3) If the grantee has no need for the property, disposition of the property shall be made as follows:
      - (a) Nonexpendable property with an acquisition cost of \$1,000 or less. Except for that property which meets the criteria of (2)(a) above, the grantee shall sell the property and reimburse the Federal grantor agency an amount which is computed in accordance with (iii) below.
      - (b) Nonexpendable property with an acquisition cost of over \$1,000. The grantee shall request disposition instructions from the grantor agency. The Federal agency shall determine whether the property can be used to meet the agency's requirement. If no requirement exists within that agency, the availability of the property shall be

reported to the General Services Administration (GSA) by the Federal agency to determine whether a requirement for the property exists in other Federal agencies. The Federal grantor agency shall issue instructions to the grantee within 120 days and the following procedures shall govern:

- (i) If the grantee is instructed to ship the property elsewhere, the grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the grantee's participation in the grant program to the current fair market value of the property, plus any shipping or interim storage costs incurred.
- (ii) If the grantee is instructed to otherwise dispose of the property, he shall be reimbursed by the Federal grantor agency for such costs incurred in its disposition.
- (iii) If disposition instructions are not issued within 120 days after reporting, the grantee shall sell the property and reimburse the Federal grantor agency an amount which is computed by applying the percentage of Federal participation in the grant program to the sales proceeds. Further, the grantee shall be permitted to retain \$100 or 10 percent of the proceeds, whichever is greater, for the grantee's selling and handling expense.

(4) Where the grantor agency determines that property with an acquisition cost of \$1,000 or more and financed solely with Federal funds is unique, difficult, or costly to replace, it may reserve title to such property, subject to the following provisions:

- (a) The property shall be appropriately identified in the grant agreement or otherwise made known to the grantee.
- (b) The grantor agency shall issue disposition instructions within 120 days after the completion of the need for the property under the Federal grant for which it was acquired. If the grantor agency fails to issue disposition instructions within 120 days, the grantee shall apply the standards of 4.a.(1), 4.a.(2)(b) and 4a(3)(b).

b. Federally-owned nonexpendable personal property. Unless statutory authority to transfer title has been granted to an agency, title to Federally-owned property (property to which the Federal Government retains title including excess property made available by the Federal grantor agencies to grantees) remains vested by law in the Federal Government. Upon termination of the grant or need for the property, such property shall be reported to the grantor agency for further agency utilization or, if appropriate, for reporting to the General Services Administration for other Federal agency utilization. Appropriate disposition instructions will be issued to the grantee after completion of Federal agency review.

5. The grantees' property management standards for nonexpendable personal property shall also include the following procedural requirements.

a. Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage of Federal funds used in the purchase of property; location, use, and condition

of the property; and ultimate disposition data including sales price or the method used to determine current fair market value if the grantee reimburses the grantor agency for its share.

- b. A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.
  - c. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented.
  - d. Adequate maintenance procedures shall be implemented to keep the property in good condition.
  - e. Proper sales procedures shall be established for unneeded property which would provide for competition to the extent practicable and result in the highest possible return.
6. When the total inventory value of any unused expendable personal property exceeds \$500 at the expiration of need for any Federal grant purposes, the grantee may retain the property or sell the property as long as he compensates the Federal Government for its share in the cost. The amount of compensation shall be computed in accordance with 4.a.(2)(b).
7. Specified standards for control of intangible property are provided as follows:
- a. If any program produces patentable items, patent rights, processes, or inventions, in the course of work aided by a Federal grant, such fact shall be promptly and fully reported to the grantor agency. Unless there is prior agreement between the grantee and grantor on disposition of such items, the grantor agency shall determine whether protection on such invention or discovery shall be sought and how the rights in the invention or discovery -- including rights under any patent issued thereon -- shall be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 F.R. 16889).
  - b. Where the grant results in a book or copyrightable material, the author or grantee is free to copyright the work, but the Federal grantor agency reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

**EXHIBIT F**

**FEDERAL WAGE DETERMINATION**

(effective July 1, 2020)

*[ONLY APPLIES TO CONSTRUCTION PROJECTS]*

The Davis-Bacon Act (DBA) of 1931 requires the payment of locally “prevailing wages” and fringe benefits to laborers employed on any federally-funded construction, alteration, and/or repair contracts in excess of \$2,000. The DBA also applies to any public buildings, public housing, public works projects (e.g., streets, sidewalks, etc.), and to privately owned housing of more than 8 units (if CDBG-funded) or 12 units (if HOME-funded).

If applicable to this project, a copy of the federal wage determination that was in effect on July 1, 2019, is attached hereto and made part of this contract by reference. However, in accordance with HUD requirements, the most up-to-date wage determination(s) issued at the time of contract award (i.e., less than 10 days before the opening of bids) must be used. City staff will provide an updated wage determination as your project proceeds through the bid and contract process. The final wage determination must be made part of any construction contract(s) related to the project.

INSERT FEDERAL WAGE DETERMINATION HERE  
(IF APPLICABLE TO PROJECT)