

ARPA HOMELESS SERVICES PERMANENT SUPPORTIVE HOUSING AGREEMENT

THIS GRANT AGREEMENT (this "Agreement") by and between the CITY OF NAPA, a California charter City ("City") and Burbank Housing Development Corporation, a California non-profit public benefit corporation, is effective as of the date last signed by the City, which is identified on the signature page as the "Effective Date." City and Grantee are hereinafter collectively referred to as the "Parties."

RECITALS

A. In response to the world-wide spread of the respiratory illness coronavirus disease 2019 (COVID-19), the Federal Health and Human Services Secretary declared a national public health emergency in the United States on January 31, 2020; the County of Napa proclaimed a public health emergency on March 12, 2020; Governor Gavin Newsom proclaimed a state of emergency in the State of California on March 4, 2020; the President of the United States declared a national emergency on March 13, 2020; and the City Council declared it a local emergency on March 15, 2020.

B. On March 19, 2020, Governor Newsom issued Executive Order N-33-20, which ordered all California residents to stay home or at their place of residence except as needed to maintain operations of certain federal critical infrastructure sectors. On March 19, 2020, the Public Health Officer of the County of Napa issued a similar stay-at-home order which made exceptions only to do essential activities, conduct essential government functions, and operate essential businesses. On June 15, 2021, the State moved forward with re-opening the economy and began the process of winding down many of the Executive Orders put in place since the beginning of the pandemic. Since that time, COVID-19 cases have increased substantially.

C. Prior to the reopening of the State, the federal American Rescue Plan Act of 2021 ("ARPA") was signed into law on March 11, 2021. The ARPA builds upon previously enacted aid measures such as the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). Under the ARPA, City received fifteen million one hundred twenty thousand dollars (\$15,120,000) from the "Coronavirus Local Fiscal Recovery Fund" directly from the federal Department of the Treasury. The Assistance Listing Number assigned to ARPA funds is 21.027.

D. The ARPA provides that payments from the Coronavirus Local Fiscal Recovery Fund may only be used: "(a) To respond to the public health emergency [with respect to the Coronavirus Disease 2019 (COVID-19)] or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and (d) To make necessary investments in water, sewer, or broadband infrastructure."

E. The City of Napa City Council directed a total of one million five hundred thousand dollars (\$1,500,000) of ARPA funding to be made available to support permanent supportive housing and ongoing tenancy care programs for clients that have exited

homelessness or have entered shelter, to assist with community recovery from the COVID-19 pandemic.

F. Grantee has submitted a request to City staff that meets the criteria of support related to permanent supportive housing programs.

G. This Agreement sets forth the terms and conditions upon which City will provide ARPA funding to Grantee to further the purposes of the ARPA.

NOW, THEREFORE, for the mutual consideration described herein, City and Grantee agree as follows:

1. Term. This Agreement is effective as of the Effective Date and terminates on June 30, 2026 unless earlier terminated in accordance with section 6 below.
2. Grant Amount; Return of Grant Funds. The City agrees to provide the Grantee a grant in the amount of \$348,000 ("ARPA Funds") to reimburse Grantee for Eligible Costs (defined below) in accordance with the terms and conditions set forth herein. Grantee shall use the ARPA Funds only to cover Eligible Costs incurred by Grantee.
3. Authorized Uses. The following terms apply to Grantee's use of the ARPA Funds:
 - a. Grantee shall use the ARPA Funds solely to pay for costs it incurs (collectively "Eligible Costs") that are necessary to carry out the activities listed in Exhibit A attached hereto and incorporated herein by reference ("Authorized Activities") in accordance with the terms of this Agreement, ARPA and the ARPA regulations set forth in 31 CFR Part 35 ("ARPA Regulations").
 - b. If the City determines by subsequent audit or other means that Grantee has used ARPA Funds for activities or costs that are not authorized by this Agreement or in violation of this Agreement or the ARPA Regulations, the Grantee shall repay the ARPA Funds to the City within sixty (60) calendar days of receipt of written notice from City unless City approves in writing an alternative repayment plan.
 - c. Grantee shall not use the ARPA Funds to supplant funding provided by City to Grantee under any other Agreement. Grantee shall include a term in every grant subaward Agreement and contract that prohibits the subrecipient or contractor from using ARPA Funds to supplant funding provided by City directly or indirectly to the subrecipient or contractor.
 - d. If Grantee has received other ARPA funds from City, ARPA funds from any other entity, or has received other federal funds (e.g., Coronavirus Relief Act funds, payroll protection act loan, etc.), Grantee shall not use the ARPA Funds awarded pursuant to this Agreement to pay for direct or indirect costs already covered by the other federal funds or ARPA payments.
4. Books and Records. During the term of this Agreement and for five (5) years after the termination or expiration of this Agreement, Grantee shall keep appropriate books, records, and accounts related to Grantee's use of the ARPA Funds and Grantee's activities hereunder in accordance with the following:

- a. Grantee shall maintain all records related to this Agreement in accordance with generally accepted accounting practices, including the following records: (i) general ledger and subsidiary ledgers used to account for the receipt of ARPA Funds and the disbursements of ARPA Funds to meet eligible expenses; (ii) budget records for all fiscal years covered by this Agreement; (iii) payroll, time records, human resource records to support costs incurred for payroll expenses related to this Agreement; (iv) receipts of purchases made with ARPA Funds; (v) contracts and subcontracts entered into using ARPA Funds and all documents related to such contracts; (vi) grant subaward Agreements entered into using ARPA Funds and all documents related to such awards; (vii) all documentation of reports, audits, and other monitoring of contractors, subcontractors, Grantee, and subrecipients; (viii) all documentation supporting the performance outcomes of contracts, subcontracts, grant subaward Agreements, and this Agreement; (ix) all internal and external email/electronic communications related to use of ARPA Funds; and (x) all investigative files and inquiry reports involving payment or use of ARPA Funds.
 - b. Grantee shall make its books, records, and accounts (both those that relate to this Agreement and those that do not), employees, performance-related records, property, and equipment related to this Agreement available to City's Accounting Manager (the "Accounting Manager") and any independent auditor at all reasonable times so that the Accounting Manager or an independent auditor may determine whether Grantee has complied with this Agreement. Within thirty (30) days of a written request from City, Grantee shall obtain and provide to City, at Grantee's sole cost, an independent financial audit of Grantee's use of the ARPA Funds.
 - c. Upon written demand by City, given in accordance with section 9 below, Grantee shall reimburse City for all ARPA Funds that the Accounting Manager or an independent auditor determines were expended for activities other than Authorized Activities in accordance with this Agreement, with reimbursement to be by check payable to City and delivered to City at the address shown in section 9 below by the date set forth in the City's written demand.
5. Supervision or Discipline of Minors. Grantee shall not employ a person, whether as an employee, contractor, or volunteer, in a position with supervisory or disciplinary authority over a minor in connection with this Agreement if the person has been convicted of an offense identified in California Public Resources Code section 5164, subdivision (a)(2). To give effect to this section, Grantee shall conduct a criminal background check on each person it employs in a position with supervisory or disciplinary authority over a minor.
6. Termination. Prior to the City's disbursement of ARPA Funds to the Grantee, either the City or Grantee may terminate this Agreement for convenience (with or without cause) by providing a 30 day written notice of termination to the City or Grantee. City may terminate this Agreement and exercise any and all remedies authorized pursuant to state, federal or local law, including requiring repayment of the ARPA Funds to the City, if City's City Manager determines in his or her absolute discretion that:
- a. Grantee has failed to perform, or has performed unsatisfactorily, any term of this Agreement, including failing to use the ARPA Funds solely for Authorized Activities;

- b. Grantee has made (with or without knowledge) any material misrepresentation of any nature with respect to any information or statements furnished to City in connection with this Agreement, including in Grantee's Application; or
 - c. There is pending litigation with respect to the performance by Grantee of any of its duties or obligations under this Agreement that may materially jeopardize or adversely affect the undertaking of or the carrying out of the Authorized Activities.
7. Procurement and Subrecipient Requirements. In connection with its activities and expenditures related to this Agreement, Grantee shall do the following:
- a. Grantee shall comply with the provisions of Title 24, Code of Federal Regulations, Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status;
 - b. Grantee shall enter into a written grant subaward Agreement for each subaward of ARPA Funds that Grantee makes to a subrecipient;
 - c. Grantee shall enter into a written contract when it purchases goods or services using ARPA Funds;
 - d. Grantee shall ensure that each written grant subaward Agreement for a subaward of ARPA Funds imposes on the subrecipient all the obligations that this Agreement imposes on Grantee;
 - e. Within 30 days following the end of each quarter (i.e. March 31, June 30, September 30 and December 31), Grantee shall provide City with a written report substantially in the form attached hereto as Exhibit B and incorporated herein by reference ("Quarterly Report") on the progress Grantee has made on completing the Authorized Activities. The Quarterly Report must include all the following: (i) a narrative explanation of Grantee's progress toward all goals set forth in the Authorized Activities; (ii) an itemized list of all expenditures of ARPA Funds to date, including the amount of any subaward and the name of each subaward recipient and the names of any contractors paid with ARPA Funds and the amount paid; and (iii) any other information City may request to demonstrate that the Grantee is using the ARPA Funds solely for Authorized Activities and in accordance with this Agreement and all applicable laws;
 - f. No later than December 31, 2024, Grantee shall provide City with a closeout report that includes all the following: (i) an itemized list of all expenditures of ARPA Funds; (ii) the name of each subrecipient of ARPA Funds; (iii) the name of each contractor who is paid with ARPA Funds; (iv) the amount of each subaward of ARPA Funds; (v) the amount of each contract for the purchase of goods or services that is paid for in whole or in part with ARPA Funds; (vi) a copy of each grant subaward Agreement between Grantee and a subrecipient for a subaward of ARPA Funds; (vii) a copy of each contract for the purchase of goods or services that is paid for in whole or in part with ARPA Funds; (viii) all information required to be reported under Exhibit A and (ix) any other information that City may request to demonstrate that Grantee used the ARPA Funds solely for Authorized Activities in accordance with this Agreement. Grantee shall include with the report a certification that it used the ARPA Funds solely

for Authorized Activities in accordance with the terms of this Agreement.

8. **Notices.** All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY:

Molly Rattigan, Deputy City Manager
CITY OF NAPA
P.O. Box 660
NAPA, CA 94559-0660
mrattigan@cityofnapa.org

TO GRANTEE:

Jocelyn Lin
Director of Housing Development
1425 Corporate Center Parkway
Santa Rosa, CA 95407
jlin@burbankhousing.org

9. **Indemnification.** To the full extent permitted by law, Grantee will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "Liability") of any nature, arising out of, pertaining to, or relating to Grantee's acts or omissions under this Agreement except that Grantee will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. Grantee's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Grantee, including, but not limited to, workers' compensation insurance.
10. **Insurance.** Without limiting Grantee's indemnification obligations in Section 10, Grantee will procure and maintain throughout the period of this Agreement, the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Grantee, its agents, employees or subcontractors:
- a. **Commercial General Liability Policy.** Commercial General Liability Insurance (CGL) at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability

coverage with a minimum per occurrence limit of \$1,000,000 covering bodily injury and property damage; General Aggregate limit of \$2,000,000; Products and Completed Operations Aggregate limit of \$2,000,000 and Personal & Advertising Injury limit of \$2,000,000, written on an occurrence form. If the Authorized Activities involve explosive, underground or collapse risks, XCU will be included. If a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

- b. Automobile Liability Policy. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles and all vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability.
- c. Workers' Compensation. Workers' Compensation insurance meeting statutory limits of the Labor Code; and Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000. The workers' compensation policy will contain or be endorsed to contain a waiver of subrogation against the City, its officials, officers, agents, and employees.
- d. Endorsements. The CGL and automobile liability policies will contain or be endorsed with the following provisions:
 - i. The City, its officers, elected or appointed officials, employees, volunteers, and agents, are covered as additional insureds for liability arising out of the operations performed by or on behalf of Grantee. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

11.5.2. The Grantee's insurance is primary and non-contributory with respect to all obligations assumed by Grantee pursuant to this Agreement or any other services provided. Any insurance carried by City shall not contribute to, or be excess of insurance maintained by Grantee, nor in any way provide benefit to Grantee, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.

11.5.3 The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured.

- a. All Policies.
 - ii. For all insurance policies required under this Agreement, prior to the City's execution of this Agreement, Grantee will furnish the City with certificates and original endorsements effecting the required coverage. Each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this

subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Grantee.

- i. Any deductible or self-insured retention of \$100,000 or more will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City.
- ii. If Grantee does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

11. Compliance with Law.

- a. Legal and Licensing Compliance. Grantee will comply with all applicable federal, state and local laws, rules, and regulations related to the Authorized Activities or use of ARPA Funds under this Agreement. Grantee represents and warrants to City that Grantee has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Napa business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Grantee to practice Grantee's profession or perform the Authorized Activities.
- b. Nondiscrimination. At all times during the term of this Agreement, Grantee will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.
- c. Taxes. Grantee will file tax returns as required by law and pay all applicable taxes on the ARPA Funds paid pursuant to this Agreement. Grantee will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.
- d. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

12. General Provisions.

- a. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
- b. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or

unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

- c. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.
- d. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
- e. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Grantee's duties be delegated, without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.
- f. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.
- g. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.
- h. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the subject matter hereof. This Agreement supersedes all prior negotiations, Agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.
- i. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

13. Signatures.

- a. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.
- b. Signatures; Electronic Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Grantee and the City. The parties agree that this Agreement may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5.

14. Federal Contract Provisions. The document attached hereto as Exhibit C entitled FEDERAL CONTRACT PROVISIONS is incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter City

GRANTEE:
Burbank Housing Development Corporation, a California non-profit public benefit corporation

By: _____
Steve Potter, City Manager

By: _____
Lawrance Florin, President and CEO

By: _____
Ben Wickham, Chief Operating Officer

"Effective Date"

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Christopher Diaz, Interim City Attorney

Exhibit A

Authorized Activities and Eligible Costs

Grantee shall use the ARPA Funds provided under this Agreement to reimburse the Grantee for the cost to provide permanent supportive housing units and permanent supportive housing services to clients housed at Valley Lodge Apartments. Grantee may subcontract for case management services and security related to the provision of permanent supportive housing.

Grantee may, on a reimbursement basis, utilize funds as follows for the costs to operate the permanent supportive housing at Valley Lodge Apartments. Grantee may bill for costs and services provided

Cost Category	Amount
Case Management Services	\$210,000
Security	\$88,000
Utilities	\$50,000

Exhibit B

APRA Quarterly Report

Grantee Name: _____ Date: _____

Project Name: _____

Grantee Address: _____

Primary Contact: _____ Email: _____

Reporting Period: _____

Project Status of Completion

Pick one that most represents the status of the project:

Not Started Completed less than 50% Completed 50% or more Completed

Expenditures for this Quarter

Date	Category	Description of Expenditure	Amount
Total			

Progress Report

The chart should be completed using information from the Subaward Agreement - Statement of Work and/or Proposed Budget. Add lines if needed.

Program Component	Program Outcome	Indicator/ Measurement	Goal	Actuals
<i>Example: Rental Assistance</i>	<i>Provide rental assistance to those struggling to pay their monthly rent</i>	<i># of families assisted</i>	<i>1000</i>	<i>950</i>

(Continued Below)

Please describe the amount of funding, staffing, and other resources leveraged through partnerships being used towards programs.

How has ARPA funding allowed your organization to successfully implement programs?

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Signature: _____ Date: _____

Print Name: _____ Title: _____

Subaward Information

Subrecipient Name:	
Subrecipient Unique Identifier (SAM):	N/A
Federal Award Identification Number (FAIN):	N/A
Federal Award Date:	
Subaward Period of Performance Start and End Date:	July 1, 2024 -6/30/2026
6	
Total Amount of Federal Funds Obligated to Subrecipient (including the current financial obligation):	
Federal Award Project Description:	SEE BACKGROUND INFORMATION
Name of Primary Awarding Entity:	U.S. Department of Treasury
Name of First Pass Through Entity:	City of Napa
CFDA Number:	21.027
CFDA Program Title:	American Rescue Plan Act
Identification of whether the award is R&D	No
Indirect Cost Rate:	N/A

[END OF AGREEMENT]

EXHIBIT C

FEDERAL CONTRACT PROVISIONS

Funds from the Coronavirus State Fiscal Recovery Fund and/or the Coronavirus Local Fiscal Recovery Fund, together known as the Coronavirus State and Local Fiscal Recovery Funds (“CSLFRF”) program, will be used to fund all or a portion of this Contract. As applicable, Grantee, referred to herein as “Contractor”, shall comply with all federal requirements including, but not limited to, the following, all of which are expressly incorporated herein by reference:

- Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”);
 - CSLFRF Final Rule, codified at 31 CFR Part 35;
 - CSLFRF Guidance on Recipient Compliance and Reporting Requirement, the most current version;
 - 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the U.S. Department of the Treasury may determine are inapplicable to the CSLFRF program and subject to such exceptions as may be otherwise provided by the U.S. Department of the Treasury;
 - Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions;
- and

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, referred to herein as “Contract”. With respect to any conflict between the Federal Contract Provisions and the Contract and/or the provisions of state law and, except as otherwise required under federal law or regulation, the Federal Contract Provisions shall control.

Contractor shall also comply with the following provisions:

1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Contract include remedies for breach and termination for cause and convenience.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this Contract meets the definition of a “federally assisted construction contract” in 41 C.F.R. § 60-1.3, then Contractor shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions

will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Contract since it is funded by CSLFRF.

(d) Appendix II to Part 200 (D) – Copeland “Antti-Kickback” Act: Not applicable to this Contract since it is funded by CSLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) If this Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for

all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(ii) Overtime Requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(iii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iv) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(v) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

(i) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.

(ii) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this Contract is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(i) Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(i) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the City in writing immediately if Contractor or its subcontractors are not in compliance during the term of this Contract.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this Contract is in excess of \$100,000, Contractor shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the Contract term funding exceeds \$100,000.00, Contractor shall file with the City the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iv) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115–232, section 889,

covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(l) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts

(ii) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2. COMPLIANCE WITH U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

(a) Maintenance of and Access to Records. Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of ARPA, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Contractor agrees to provide the CITY, Treasury Office of Inspector General and the Government Accountability Office, or any of their authorized representatives access to any books, documents, papers, and records (electronic or otherwise) of the Contractor which are directly pertinent to this Construction Contract for the purposes of conducting audits or other investigations. Records shall be maintained by Contractor for a period of five (5) years after completion of the project.

(b) Compliance with Federal Regulations. Contractor agrees to comply with the requirements of section 603 of ARPA, regulations adopted by Treasury pursuant to section 603(f) of ARPA, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including, without limitation, the following:

(i) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

(ii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

(iii) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

(iv) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

(v) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

(vi) New Restrictions on Lobbying, 31 C.F.R. Part 21.

(vii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

(c) Compliance with Federal Statutes and Regulations Prohibiting Discrimination. Contractor agrees to comply with statutes and regulations prohibiting discrimination applicable to the CSLFRF program including, without limitation, the following:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

(ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

(iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

(v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

(d) False Statements. Contractor understands that making false statements or claims in connection with the CSLFRF program is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

(e) Hatch Act. If Contractor is a public agency, Contractor agrees to comply, as applicable, with the requirements of the Hatch Act (5 U.S.C. section 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

(f) Protections for Whistleblowers.

(i) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(ii) The list of persons and entities referenced in the paragraph above includes the following:

(1) A member of Congress or a representative of a committee of Congress;

(2) An Inspector General;

(3) The Government Accountability Office;

(4) A Treasury employee responsible for contract or grant oversight or management;

(5) An authorized official of the Department of Justice or other law enforcement agency;

(6) A court or grand jury; or

(7) A management official or other employee of Contractor, or a subcontractor who has the responsibility to investigate, discover, or address misconduct.

(g) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles, and encourage its subcontractors to do the same

(h) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

(i) Assurances of Compliance with Civil Rights Requirements. The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to the Contract, including, but not limited to, the following:

(i) Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

(ii) Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, are limited in their English proficiency. Contractor understands that the denial of access to persons to its programs, services and activities because of their limited proficiency in English is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964. Accordingly, Contractor shall initiate reasonable steps, or comply with Treasury's directives, to ensure meaningful access to its programs, services and activities to LEP persons. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary to ensure effective communication in the Project.

(iii) Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

(iv) Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees and assignees for the period in which such assistance is provided.

(v) Contractor agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's subcontractors, successors, transferees and assignees:

The subcontractor, successor, transferee and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also extends protection to persons with "Limited English proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Department of the Treasury Title VI regulations, 31

CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement).

(vi) Contractor understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Contractor, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property.

(vii) Contractor shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Contractor shall comply with information requests, on-site compliance reviews, and reporting requirements.

(viii) Contractor shall maintain a complaint log and inform the Department of the Treasury of any accusations of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Contractor must also inform the Department of the Treasury if Contractor has received no complaints under Title VI.

(ix) Contractor must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Contractor and the administrative agency that made the finding. If the Contractor settles a case or matter alleging such discrimination, Contractor must provide documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, please so state.

(x) If Contractor makes sub-awards to other agencies or other entities, Contractor is responsible for assuring that sub-recipients also comply with Title VI and all of the applicable authorities covered in this assurance.