

INTERGOVERNMENTAL AGREEMENT*

AGREEMENT BETWEEN: CITY OF AMERICAN CANYON

AND

HOUSING AUTHORITY OF THE CITY OF NAPA

FOR

Administration of CDBG Grant for

Water/Sewer Improvement Project

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into under the joint exercise of powers provisions of the Government Code of the State of California, California Government Code Section 6500-6536 this _____ day of _____, 2016 by and between the City of American Canyon (herein called the "Grantee") and the Housing Authority of the City of Napa (herein called the "Program Operator"). Grantee and Program Operator are public entities organized and operating under the laws of the State of California and each is a public agency as defined in California Government Code Section 6500. Grantee and Program Operator may be referred to collectively as "the Parties."

WHEREAS, the Grantee has applied for and received funds from the California State department of Housing and Community Development Community Development Block Grant Program funding allocated to the State from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 (the CDBG Grant) for off-site water and sewer improvements required for a 70-unit affordable housing project; and

WHEREAS, this Agreement is in compliance with OMB Circular A-133,CFDA No. 14.219, and State CDBG regulations; and

WHEREAS, the Grantee wishes to engage the Program Operator to assist the Grantee in administering the CDBG Grant;

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

I. SCOPE OF SERVICE

A. Activities

1. General Administration:

The Program Operator shall provide the following administrative activities: processing of set-up conditions, including reviewing environmental documents prepared for the project, provide input on federal overlay language for contract documents, preparation of reports required by the State CDBG Program, including the semi-annual Program Income Reports, annual Grantee Performance Reports, any applicable Annual Labor Reports, analysis to identify impediments to fair housing, set-up and completion reports, and other required close out reports.

2. Wage Compliance:

If requested by the Grantee, the Program Operator shall also provide services pertaining to federal and State labor standards monitoring.

B. National Objectives

All activities funded with the CDBG Funds must meet benefit low- and moderate-income households as defined in 24 CFR 570.483 and Section 101(c), Section 104, and Section 101(a)(25) of the Act. In addition, general administration to carry out the Agreement is eligible under Section 105(a)(13) of the Act.

The Program Operator certifies that the activity carried out under this Agreement is for general administration of the CDBG Grant.

C. Levels of Accomplishment

The Program Operator shall provide administrative services required by this Agreement as described above.

D. Staffing

The Program Operator shall provide staff to operate the program. Staff assigned to the Program may include an Office Assistant, Affordable Housing Representative, Housing Rehabilitation Specialist (Inspector), Housing Secretary, Management Analyst, and Housing Manager.

E. Performance Monitoring

The Grantee will monitor the performance of the Program Operator annually against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken

by the Program Operator within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Program Operator shall start on the 1st day of August, 2016 and end on the 30th day of December of 2018. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Grantee remains in control of CDBG funds, including program income.

III. BUDGET

General Program Administration	\$20,000.00
TOTAL	<u>\$20,000.00</u>

Grantee has approved the budget as outlined above. Grantee may require a more detailed budget breakdown and the Program Operator shall provide such supplementary budget information in a timely fashion in a form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by the Grantee and the Program Operator. Actual amount paid shall be for costs of actual work performed.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$20,000.00. Expenses for general administration shall be paid against the amounts specified in Paragraph III and in accordance with performance. Payment shall be for actual costs of work performed on a time and materials basis.

Payments may be contingent upon certification of the Program Operator's financial management system in accordance with the standards specified in 24 CFR 84.21 and OMB A-87.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this

Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

Grantee:

City of American Canyon
Dana Shigley, City Manager
4381 Broadway, Suite 201
American Canyon, CA 94503
707-647-4519
DUNS # 789784550

Program Operator:

Housing Authority of the City of Napa
Lark Ferrell, Housing Manager
P. O. Box 660
Napa, CA 94559
707-257-9543
DUNS # 008295706

VI. GENERAL CONDITIONS

A. General Compliance

The Program Operator agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including 24 CFR 570.487 and subpart K of these regulations, except that (1) the Program Operator does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Program Operator does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Program Operator also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Program Operator agrees to income qualify participants using the State Department of Housing and Community Development (HCD) Part 5 Income and Determination Guide for Federal Programs. The Program Operator further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Hold Harmless

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

C. Workers' Compensation

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

D. Insurance

Each party shall, throughout the duration of this Agreement, maintain insurance (including, for the purpose of this section, self-insurance or coverage under a self-insurance pool) to cover each of their respective interests related to work performed under this Agreement (including coverage for their employees and agents). Concurrently with the execution of this Agreement, and prior to the commencement of any services, each party shall provide the other with written proof of insurance (including self-insurance or self-insurance pool coverage) (certificates and endorsements), in a form acceptable to the other party. Each party shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance coverage required by this Agreement.

(1). Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than \$1,000,000 general occurrence for general liability, bodily injury, personal injury and property damage. Each party shall name the other as an additional covered party or additional insured.

E. Amendments

The Grantee or Program Operator may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Program Operator from its obligations under this Agreement.

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

F. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Program Operator materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

Failure, for any reason, of the Program Operator to fulfill in a timely and proper manner its obligations under this Agreement;

Ineffective or improper use of funds provided under this Agreement; or

Submission by the Program Operator to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Program Operator, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Documentation and Record Keeping

1. Records to be Maintained

The Program Operator shall maintain all records required by the Federal regulations specified in 24 CFR 570.490, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the improvement, use or disposition of real property improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and audits and record keeping;
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Grantee and its Program Operator must maintain all books and records pertaining to any/all CDBG funded activities for at least five (5) years from the close out date of the HCD contract with the U.S. Department of Housing and Urban Development (HUD), maintaining all grant related records until formal notification is received from HCD. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Program Operator shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Program Operator understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Program Operator's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Program Operator's obligation to the Grantee shall not end until all close-out requirements are completed.

6. Audits & Inspections

All Program Operator records with respect to any matters covered by this Agreement shall be made available to the Grantee, State Department of Housing and Community Development, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Program Operator within 30 days after receipt by the Program Operator. Failure of

the Program Operator to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Program Operator hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Program Operator audits and OMB Circular A-133.

B. Reporting and Payment Procedures

1. Program Income

The Grantee will collect all payments from the borrowers who are obligated to make payments under the terms of their loans. The Grantee will establish policies and procedures for the administration and utilization of Program Income received. The Grantee has jurisdiction and control over all program income. All revenue received from CDBG funded activities will be deposited into a revolving loan account.

2. Payment Procedures

The Grantee will pay to the Program Operator funds available under this Agreement based upon information submitted by the Program Operator and consistent with any approved budget and Grantee's policy concerning payments. Payments will be made on a reimbursement basis for eligible expenses actually incurred and paid by the Program Operator.

Grantee will be responsible for disbursing payments to contractors based upon the Program Operator's recommendation and consistent with the Grantee's policy concerning payments.

3. Progress Reports

The Program Operator shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

C. Procurement

Unless specified otherwise within this agreement, the Program Operator shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48, and 24 CFR 85.36.

D. . Travel

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

IX. RELOCATION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Program Operator agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at CFR Part 24 and 24 CFR 570.606(b), 24 CFR 570.488 and 24 CFR 606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Program Operator shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Program Operator also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS**A. Civil Rights****1. Compliance**

The Program Operator agrees to comply with all applicable local and state law, including, but not limited to, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, Executive Order 11246, and 11259 as amended by Executive Orders 11375, 11478, 12107 and 12086, the Restoration Act of 1987, the Age Discrimination Act of 1975, the Americans with Disability Act.

2. Nondiscrimination

The Program Operator agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Program Operator shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Program Operator, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Program Operator agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Program Operator with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Program Operator agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

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

The Program Operator will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans,

Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Program Operator may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

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

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

5. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

The Program Operator is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Program Operator agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply

to the performance of this Agreement. The Program Operator agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Program Operator shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

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

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Program Operator and any of the Program Operator's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Program Operator and any of the Program Operator's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Program Operator certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Program Operator further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

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

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

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

b. Notifications

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

c. Subcontracts

The Program Operator will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Program Operator will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

The Program Operator shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

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

3. Hatch Act

The Program Operator agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Program Operator agrees to abide by the provisions of 24 CFR 84.42, 570.489(h), and 570.611, which include (but are not limited to) the following:

a. The Program Operator shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Program Operator shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Program Operator, or any designated public agency.

5. Lobbying

The Program Operator hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Program Operators shall certify and disclose accordingly:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Program Operator agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Program Operator agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Program Operator shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Program Operator agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Program Operator agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. INDEPENDENT ENTITIES

Although this Agreement is a Joint Powers Agreement as authorized by California Government Code 6500 *et seq*, City and County are independent entities, and City and County and the respective officers, agents and employees of City and County are not, and shall not be deemed, employees of the other agency for any purpose, including but not limited to worker's compensation and employee benefits.

XIII. PRIVILEGES, IMMUNITIES AND OTHER BENEFITS

In accordance with California Government Code section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Parties when performing their functions within the territorial limits of their respective Public Agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with performance of this Agreement.

XIV. SEVERABILITY

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

XV. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XVI. WAIVER

The Grantee's failure to act with respect to a breach by the Program Operator does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XVII. ENTIRE AGREEMENT

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

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

CITY OF AMERICAN CANYON

By: _____

DANA SHIGLEY, City Manager

ATTEST:

By: _____

SUELLEN JOHNSTON, City Clerk

APPROVED AS TO FORM:

By: _____

WILLIAM ROSS, City Attorney

HOUSING AUTHORITY OF THE CITY OF NAPA, a public body, corporate and politic

By: _____

RICK TOOKER, Deputy Director

ATTEST:

By: _____

DOROTHY ROBERTS, Deputy Authority Secretary

COUNTERSIGNED:

By: _____

DESIREE BRUN, City Auditor

APPROVED AS TO FORM:

By: _____

MICHAEL BARRETT, Authority General Counsel