



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-2724

GROWTH MANAGEMENT

300 Sixth Street
Rapid City, SD 57701

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MEMORANDUM

TO: Legal and Finance Committee

FROM: Barbara Garcia, Community Development Specialist

DATE: June 29, 2005

RE: **Council Approval of Fiscal Year 2005 Community Development Block Grant Sub-recipient Contract and Authorization for Mayor and Finance Officer to sign contract.**

Staff is seeking City Council approval of the attached FY 2005 Community Development Block Grant (CDBG) contract and authorization for the Mayor and Finance Officer to sign it for the Rapid City Community Development Corporation. This grant has previously been recommended for approval by the Subsidy Committee and approved by the City Council on February 21, 2005 LF #-021605-02.

HUD has awarded the City of Rapid City \$564,871 in Community Development Block Grant funds for FY 2005. In addition to the Grant entitlement, the City has \$30,798 in program income available for allocations, for a total of \$595,669. The FY 2005 CDBG funds will be utilized by these non-profit organizations to provide client services, rehabilitation on public buildings.

In order to establish accounts for the Sub-recipients, the City needs to execute two copies of the Sub-recipient CDBG contract.

Staff Recommendation: City Council approve and authorize the Mayor and Finance Officer to sign two copies of the Community Development Block Grant Subrecipient Contract for FY 2005 for the Rapid City Community Development Corporation

**SUB-RECIPIENT CONTRACT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING**

**SECTION I.
AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of June, 2005 by and between the **CITY OF RAPID CITY** (hereinafter referred to as "City"), and **RAPID CITY COMMUNITY DEVELOPMENT CORPORATION** (hereinafter referred to as "Sub-recipient"), Witnesseth:

WHEREAS, the City has, under date of **May 17, 2005** entered into a contract with the Department of Housing & Urban Development providing for financial aid to the City under Title I of the Housing and Community Development Act of 1974, as amended to date; and

WHEREAS, pursuant to such contract, the City is undertaking certain activities necessary for the execution of a project situated in the project area described in the Statement of Work; and

WHEREAS, the City desires to disburse funds to the Sub-recipient to execute certain projects in conjunction with such undertaking of the City;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**SECTION II.
STATEMENT OF WORK**

The Statement of Work is attached as Exhibit "A" hereto and made a part of this contract. Sub-recipient agrees to perform the work described in Exhibit "A" in compliance with all provisions of this contract. Sub-recipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Sub-recipient's part to be performed hereunder.

**SECTION III.
RESPONSIBILITY OF THE CITY**

City shall designate representatives of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the execution of this contract and disbursing funds in connection with the program.

**SECTION IV.
SUB-RECIPIENT COMPENSATION AND METHOD OF PAYMENT**

If Sub-recipient is not in default hereunder, and subject to City's receipt of the Department of Housing & Urban Development Community Development Block Grant funds, and provided that the Contract and Statement of Work are eligible expenditures of Community Development Block Grant funds, the City agrees to pay the Sub-recipient **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**. Draw-downs for the payment of eligible expenses shall be made against the line item budgets specified in the Statement

of Work, Paragraph E. Expenses for general administration shall also be paid against the line item budgets specified in Exhibit "A" Statement of Work, Paragraph E, and in accordance with performance. Payments shall be made upon presentation of invoices that Sub-recipient certifies are true and correct copies of payments due on behalf of the Sub-recipient, for an activity covered by this contract and made in accordance and compliance with the Statement of Work. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub-recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-recipient. A Sub-recipient report shall be submitted with all requests for reimbursement (*See Exhibit A – Statement of Work*). Payment may be suspended by the City in the event of nonperformance by Sub-recipient.

SECTION V. TERM OF CONTRACT

Except as provided in Section VI below, this contract shall be in effect as long as the Sub-recipient retains control over Community Development Block Grant funds, including income generated from the funds, or retains control over property purchased in whole or in part with Community Development Block Grant funds, or income generated from the property.

Sub-recipient represents, warrants and covenants that the land or property purchased with Community Development Block Grant funds will be used in accordance with Section 42 of the United States Code. Further, Sub-recipient agrees that the use of such property may not change from that for which the acquisition was made for a term of ten (10) years, beginning on the first day of the sale of property purchased in whole or in part with Community Development Block Grant funds, unless the CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. Any funds recovered from such sale by the Sub-recipient must be used for the same purpose(s) as for which the acquisition was made or returned to the City of Rapid City.

SECTION VI. TERMINATION OF CONTRACT

This contract may be terminated, in accordance with 24 C.F.R. 85.43, if the Sub-recipient materially fails to comply with any term of the contract. The City may terminate the contract upon ten (10) days written notice, together with documentation of the reasons thereof, and after an opportunity for a hearing is afforded. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Sub-recipient. In the event projects are delayed, the Sub-recipient shall notify the City of Rapid City in writing, informing the City of the issues surrounding the delay of the project. In cases where the project is not moving forward, the City shall notify the Sub-recipient of termination of the funding, as per Section VI.

In the event of termination, all finished or unfinished documents, data, studies and reports prepared by the Sub-recipient under this contract shall, at the option of the City, become its property and the Sub-recipient shall be entitled to receive just and equitable compensation for

satisfactory work completed on such materials for which work compensation has not previously been paid.

SECTION VII.
TERMINATION FOR CONVENIENCE

This contract may be terminated for convenience in accordance with 24 C.F.R. 85.44.

SECTION VIII.
TERMINATION OF CITY'S OBLIGATIONS

The City's obligations under this contract will terminate in the event of suspension or non-receipt of Community Development Block Grant funds by the City.

SECTION IX.
ASSIGNABILITY

This contract shall not be assigned or transferred by the Sub-recipient without the prior written consent of the City.

SECTION X.
SUB-RECIPIENT

Records of the Sub-recipient and reimbursable expenses pertaining to Statement of Work and records of accounts between the City and the Sub-recipient shall be kept on a generally recognized accounting basis. The City, the U.S. Department of Housing & Urban Development, the Comptroller General of the U.S., or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Sub-recipient which are directly pertinent to the contract for the purpose of making an audit, examination, excerpts and transcriptions. All financial records pertaining to this contract upon completion shall remain the property of the City of Rapid City.

SECTION XI.
MONITORING AND EVALUATION

The City reserves the right to monitor and evaluate the progress and performance of the Sub-recipient to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. Sub-recipient shall cooperate with the City relating to such monitoring and evaluation.

SECTION XII.
SUB-RECIPIENT RECORD-KEEPING, DOCUMENTATION, AND REPORTS

A. Documentation

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National

Objectives of the CDBG program.

3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR Part 570.502 and OMB Circular A-110; and
7. Other records as necessary to document compliance with Subpart K of 24 CFR 570.

B. Retention

The Sub-recipient shall retain all records pertinent to expenditures incurred under this contract for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for three years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three (3) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

C. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such information shall be made available to Grantee monitors or their designees for review upon request. Such data shall include, but not be limited to:

1. Client name
2. Client address
3. Client/Household income level or other basis for determining eligibility
4. Description of services provided
5. Dates services provided
6. Beneficiary information (ethnicity, income, sex, female head of household, elderly, disabled, etc.)

D. Property Records

The Sub-recipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable. In addition, Sub-recipient shall maintain a copy of signed mortgage or deed restriction on real estate acquired or developed using CDBG funds in excess of \$25,000, in whole or in part, requiring repayment of the funds should the recipient change the use or planned use of any such property from that for which the acquisition or improvement was made for a period of not less than ten years from the date of closing. Any funds recovered by the Sub-recipient must be used for the same purpose as identified in this agreement or returned to the City of Rapid City.

E. Close-outs

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

F. Progress Reports

The Sub-recipient shall also submit quarterly progress reports to the City. The Fiscal Year runs from April 1, 2005 to March 31, 2006. Progress reports are due as follows:

<u>Quarter</u>	<u>Period Covered</u>	<u>Due Date (no later than)</u>
1 st quarter	April 1, 2005 – June 30, 2005	July 15, 2005
2 nd quarter	July 1, 2005 – Sept. 30, 2005	October 15, 2005
3 rd quarter	Oct. 1, 2005 – Dec. 31, 2005	January 15, 2006
4 th quarter	Jan. 1, 2005 – Mar. 31, 2006	April 5, 2006

The progress reports should include, but are not limited to: progress on goals to be achieved by program; total number of people assisted for the quarter; total number of people assisted year-to-date; and demographic information of people assisted by the program. A brief narrative should also be included to cover any additional information about your program, progress, issues and accomplishments not addressed on the progress report form. *Reporting Form attached - Exhibit C.*

Additional documentation may be requested as needed for clarification.

G. Procurement

1. Compliance

The Sub-recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

2. OMB Standards

The Sub-recipient shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

3. Travel expenses outside the city limits of Rapid City shall not be paid with funds provided under this contract without written approval from the Grantee.

H. Environmental Review

1. An environmental review shall be conducted by the Grantee in accordance with 24 CFR Part 570.604. Sub-recipient may not proceed with any binding contractual agreement or activity receiving Community Development Block Grant funds prior to the completion of an acceptable environmental review and written notification from the Grantee.

SECTION XIII.
INDEPENDENCE OF SUB-RECIPIENT

Nothing herein contained nor the relationship of Sub-recipient to the other parties hereto, which relationship is specifically declared to be that of an independent contractor, shall make or be construed to make Sub-recipient, or any of the Sub-recipient's agents or employees, the agents or employees of the City. Sub-recipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

SECTION XIV.
LIABILITY

Sub-recipient agrees to assume the risk of all personal injuries, including death resulting there from, to persons, and damage to and destruction of property, including loss of use there from, caused by or sustained, in whole or in part, in connection with or arising out of the performance or non-performance of this contract by Sub-recipient, or by the conditions created thereby. Sub-recipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against any and all claims, liabilities, costs, expenses, penalties or attorney fees, arising from such injuries to persons, or damages to property, or based upon or arising out of the performance or non-performance of this contract by Sub-recipient, or out of any violation of Sub-recipient of any statute, ordinance, rule or regulation.

SECTION XV.
ASSURANCES

The Sub-recipient agrees to use Community Development Block Grant funds for the purposes authorized by the Rapid City Common Council. The Sub-recipient further agrees to comply with the assurances, (attached as Exhibit "B" hereto and made a part of this contract), which are required by the Department of Housing & Urban Development for all Community Development Block Grant projects. These include Federal Labor Standards requirements.

SECTION XVI.
PROGRAM INCOME

Should program income be generated from the use of Community Development Block Grant funds, the Sub-recipient shall report receipt and expenditures of funds to the City of Rapid City. The Sub-recipient may retain and use program income funds only for the activity(s) approved under this agreement. Program income funds should be held in a non-interest bearing account. If program income funds are held in an interest bearing account, any interest earned on the program income funds must be returned to the Grantee. Receipt and expenditures of program income funds shall be reported at time of receipt and expenditure, along with supporting documentation. Program income must be expended prior to drawing funds from any remaining grant funds. In the event the Sub-recipient desires to use the program income for some other activity, they must request and receive permission from the City of Rapid City before undertaking such a use. The City of Rapid City will determine whether the proposed use meets the eligibility criteria of the regulations established by the CDBG funds, and notify the Sub-recipient of either approval or disapproval. In the case of

disapproval, all program income will be returned to the City of Rapid City.

SECTION XVII.
PROPERTY ACQUIRED WITH PROGRAM FUNDS

Sub-recipient agrees to use all personal assets and all real property, acquired or improved, in whole or in part, with Community Development Block Grant funds, as set forth in Exhibit "A". In the event Sub-recipient ceases to use a personal asset or real property acquired, or improved, with Community Development Block Grant funds, in accordance with Exhibit "A", the Sub-recipient shall return the personal asset or real property to the City, or pay to the City, a sum equal to its fair market value, less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for the acquisition of, or improvement to, the asset or property. The Sub-recipient shall transfer to the City of Rapid City any Community Development Block Grant funds on hand at the time of expiration of this Contract and any accounts receivable of Community Development Block Grant funds.

SECTION XVIII.
CONFLICT OF INTEREST

The Sub-recipient covenants that neither it nor any member of its Board of Directors, officers, or employees presently have any interest in any project to be financed under the Statement of Work, and shall not acquire any interest therein which would conflict with the performance of the Statement of Work required under this Contract or applicable statute, rule or regulation.

SECTION XIX.
ENTIRE AGREEMENT

The provisions set forth in Items I-XIX, and all attachments of this agreement constitute, the entire agreement between the parties hereto and no statement, promise, conditions, understanding, inducement or representation, oral or written, express or implied, which is not contained herein shall be binding or valid.

IN WITNESS WHEREOF, the Sub-recipient and the City have executed this agreement as of the date first above written and under the laws of the State of South Dakota.

CITY OF RAPID CITY

By: Jim Shaw
Its: Mayor

ATTEST:

Jim Preston
City Finance Officer

SUB-RECIPIENT

RAPID CITY COMMUNITY DEVELOPMENT CORPORATION

By:

JL Hanson Pres

Its:

President

ATTEST:

Name: Julie Z Atene
Title: Secretary

APPROVED BY:

City Attorney

EXHIBIT "A"

STATEMENT OF WORK

A. PURPOSE OF FUNDING AND DESCRIPTION OF WORK TO BE PERFORMED

RAPID CITY COMMUNITY DEVELOPMENT CORPORATION shall use ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) of Community Development Block Grant funds to PURCHASE AFFORDABLE LOTS, OR REHABILITATE EXISTING HOMES FOR SALE TO LOW-TO-MODERATE INCOME HOMEBUYERS, OR FOR DOWN PAYMENT AND CLOSING COSTS FOR LOW-TO-MODERATE INCOME HOMEBUYERS; MAXIMUM 15% OF ALLOCATION FOR PROGRAM DELIVERY COSTS in accordance with the proposal submitted in the application for Community Development Block Grant funds received in November 2004.

B. SCHEDULE FOR COMPLETION OF WORK

THE RAPID CITY COMMUNITY DEVELOPMENT CORPORATION in Rapid City, SD shall perform the services set out above, and shall expend ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) of Community Development Block Grant funding provided for above, by **March 31, 2006**.

C. DOCUMENTATION REQUIRED WITH REQUEST FOR DRAWDOWN OF FUNDS

Drawdown requests may be submitted to the Growth Management Department/Community Development Specialist on a monthly or quarterly basis. Drawdown requests must be in writing and accompanied by acceptable documentation supporting the requested drawdown amount. Documentation should include, at a minimum, the following information:

- a) copy of purchase agreement;
- b) copy of bills and/or accounting ledger for any program delivery costs;
- c) copy of payroll, supply, rent receipts and supporting documents for % of use, etc.;
- d) GOFE from lender reflecting down payment or closing cost assistance, property address, buyer and estimated closing date;
- e) copies of bills for rehabilitation work reflecting property address, work accomplished, date of work and cost;
- f) copy of HUD 1 Settlement Statement shall be provided to City within 48 hours after date of closing of properties.

Documents shall be submitted to:

City of Rapid City - Growth Management Dept.
Attn: Barbara Garcia
300 Sixth Street
Rapid City, SD 57701

D. Level(s) of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Sub-recipient agrees to provide the following levels of program services:

Definition of Units of Service is:

- 1) property acquisition for new construction
- 2) closed sales for new construction
- 3) rehabilitation on property
- 4) closed sales of rehabilitated property
- 5) down payment assistance
- 6) closing cost assistance

Activity

- 1) acquisition of property for sale to low-to-moderate income household
- 2) closed sales for new construction
- 3) rehabilitation of existing property for sale to low-to-moderate income household
- 4) closed sales of rehabilitate property
- 5) down payment assistance to low-to-moderate income home buyers
- 6) closing cost assistance to low-to-moderate income home buyers

Units per Month*

N/A

Total Units/Year

- 1) 2 lots purchased or
- 2) 2 homes rehabilitated or
- 3) 9-16 people assisted with down payment and/or closing costs or
- 4) a combination of all three activities.

Narratives: Narratives section may be used to explain goals, accomplishments, activities, issues or any other information pertinent to your agency's activities in meeting your program objectives.

E. BUDGET

RAPID CITY COMMUNITY DEVELOPMENT CORPORATION shall use ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) of Community Development Block Grant funds provided for above as follows:

Program/Administrative Costs:		\$ <u>22,500.00</u>
Salaries	\$ _____	
Office Space (Program only)	\$ _____	
Utilities	\$ _____	
Communications	\$ _____	
Reproduction & Printing	\$ _____	
Supplies & Materials	\$ _____	
Mileage	\$ _____	
Other (Specify below)	\$ <u>22,500.00</u>	
Indirect Costs (Specify below)	\$ _____	
Construction/Equipment:		\$ _____
Engineering Costs:		\$ _____
Land Acquisition		\$ <u>127,500.00</u>
Total Grant		\$ <u>150,000.00</u>

Other: Maximum of 15% of funds may be used for program delivery costs to include but not limited to closing costs, salaries, client intakes and evaluations, closing costs, tax preparation, legal fees, etc.; balance of funds may be used for any of the stated activities

Indirect costs:

Any Indirect costs charged must be consistent with the conditions of this agreement. The Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and Sub-recipient.

EXHIBIT "B"

I. CERTIFICATIONS

- A. This contract will be conducted and administered in compliance with:
1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 C.F.R. Part 1;
 2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended; and the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
 3. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto;
 4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
 5. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 C.F.R. Chapter 60;
 6. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations issued at 24 C.F.R. Part 107;
 7. Section 504 of the Rehabilitation Act of 1973, (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
 8. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
 9. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 C.F.R. Part 42;
 10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
 11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
 12. The Uniform Administrative Requirements, set forth in 24 C.F.R. Part 570.502, and 24 C.F.R. 85, and the requirements of OMB Circular Nos. A-87, A-128, A-122, A-21 and A-110 as they relate to the acceptance and use of Federal funds under this federally-assisted program, including but not limited to the regulations pertaining to inventions, reporting and patent rights, and copyrights;

13. The Clean Air Act (42 U.S.C. 7401 et.seq.);
14. HUD environmental standards [24 C.F.R. Part 51, Environmental Criteria and Standards (44 FR 40860-40866, July 12, 1979)];
15. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) et. seq., and 21 U.S.C. 349), as amended;
16. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. seq.), as amended;
17. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et. seq.), as amended;
18. The Reservoir Salvage Act of 1960 (16 U.S.C. 469 et. seq.), as amended by the Archeological and Historical Preservation Act of 1974;
19. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), as amended;
20. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. seq.);
21. The lead-based paint requirements of 24 C.F.R. Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et. seq.);
22. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et. seq.), as amended;
23. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 F.R. 8921 et. seq.);
24. The Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the Department of Labor regulations (29 C.F.R., Part 3);
25. The Davis-Bacon Act [40 U.S.C. 276(a) to (a-7)], as supplemented by the Department of Labor regulations (29 C.F.R., Part 5); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by the Department of Labor regulations (29 C.F.R., Part 5), and the attached Federal Labor Standards Provisions.
26. The State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163).

- B. The Sub-recipient certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, 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.
 2. 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, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Sub-recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly.

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