

**SUBRECIPIENT CONTRACT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING
ENTITLEMENT FUNDS CFDA# 14.218**

**SECTION I.
RECITALS**

THIS SUBRECIPIENT CONTRACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING ENTITLEMENT FUNDS CFDA# 14.218, effective once both Parties' signatures are affixed to this Subrecipient Contract, by and between the City of Rapid City ("City/Grantee") and **Western South Dakota Community Action, Inc.** ("Subrecipient,") witnesseth:

WHEREAS, the City/Grantee has entered into a Funding Approval/Agreement dated this the 20th day of **July, 2023**, attached hereto and incorporated herein, with the U.S. Department of Housing & Urban Development (HUD) providing for financial aid to the City/Grantee under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, for Community Development Block Grant (CDBG) entitlement funds CFDA# 14.218; and

WHEREAS, pursuant to such Funding Approval/Agreement, the City/Grantee is undertaking certain activities necessary for the execution of a project situated in the project area described in the Scope of Service; and

WHEREAS, the Common Council finds it in the City/Grantee's best interest to disburse funds to the Subrecipient to execute certain projects in conjunction with such undertaking of the City/Grantee.

NOW, THEREFORE, in consideration of the mutual covenants, and conditions contained herein, the City/Grantee and the Subrecipient hereby agree as follows:

**SECTION II.
RESPONSIBILITY OF THE CITY/GRANTEE**

City/Grantee shall designate representatives of the City/Grantee who will be authorized to make all necessary decisions required of the City/Grantee on behalf of the City/Grantee in connection with the execution of this Subrecipient Contract and disbursing funds in connection with the program. Disbursements require prior City/Grantee Common Council approval.

SECTION III.
SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Fiscal Year **2023**

Housing, Rehabilitation, Public Facility,
 Public Improvement, Public Service, or Economic Development
program in a manner satisfactory to the City/Grantee and consistent with any standards
required as a condition of providing these funds, and consistent with all provisions of
this Subrecipient Contract. Subrecipient warrants and represents it has the requisite
authority and capacity to perform all terms and conditions on Subrecipient's part to be
performed hereunder. CDBG funds will be used for construction supplies, materials, and labor
utilized for home weatherization, rehabilitation, and reconstruction activities for single-family
homes in Rapid City, South Dakota. **Primarily, the CDBG funding will be used as gap
financing to cover repairs to existing single-family homes in order for the project
to qualify for weatherization construction activities through the Subrecipient's
other Federal funding sources from the Department of Energy, the Community
Services Block Grant, Weatherization Assistance through the South Dakota
Department of Social Services, and emergency housing support programs
through the CARES Act.**

**CDBG funding may also be used to assist in recovering from unanticipated
expenses from storm damage or degradation due to structure settling. Funding
may also be used independently from other sources or program requirements
and may include weatherization, rehabilitation, reconstruction, and accessibility
modifications activities.**

**Subrecipient hereby agrees to use all real and personal property, acquired or
improved, in whole or in part, with CDBG funds, as set forth in this Scope of
Service.**

Subrecipient may use a maximum of **Eighty Thousand and 00/100 Dollars (\$80,000.00)**
of CDBG funds for the above-referenced activity at **Western South Dakota Community
Action** commonly known as **1844 Lombardy Drive, Rapid City, SD 57703** and legally
described as follows ("the Property"):

Lombardy Industrial Park; Block 1; Lot 4B, Rapid City, Pennington County, South
Dakota

General Administration

Toward the goal of **maintaining and stabilizing the current housing stock for low-
and moderate-income households through weatherization, rehabilitation, and
reconstruction activities**, the major tasks the Subrecipient will perform include, but are
not necessarily limited to the following:

1. Solicit bids for materials and labor in accordance with applicable Davis-Bacon and Related Acts and Section 3 rules and regulations;
2. Select contractor(s) in accordance with applicable procurement regulations;
3. Execute a contract with the contractor(s) that includes all required language per Davis-Bacon and Related Acts, Section 3, and other applicable rules and regulations;
4. Provide project oversight and site visits during the course of installation;
5. Ensure that all work is meeting expectations and guidelines as contracted;
6. Pay employees weekly and submit weekly payrolls for Davis-Bacon and Related Acts projects, if applicable;
7. Submit invoices for drawdowns against grant;
8. Submit reports to City/Grantee and maintain all required documentation;
9. Maintain program and financial records documenting the eligibility, and provisions of services.

B. National Objective Compliance

All activities funded with CDBG funds must meet one of the HUD CDBG Program National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Subrecipient Contract will meet the following HUD National Objective:

- Benefit low- and moderate-income persons;
- Aid in the prevention or elimination of slums or blight;
- Meet community development needs of particular urgency, as defined in 24 CFR 570.208

Failure by the Subrecipient to fulfill the national objective may result in grant funds being disallowed and required to be returned to the City/Grantee. Subrecipient must fulfill the national objective for the "Compliance Period," which is as follows: Real and personal property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Subrecipient Contract in excess of Fifteen Thousand dollars (\$15,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until thirty (30) years from the end of the CDBG program fiscal year in which funded activities were completed. Real and personal property acquired or improved, in whole or in part, with funds under this Subrecipient Contract between Seven Thousand and One Dollars (\$7,001) and Fifteen Thousand dollars (\$15,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years from the end of the CDBG program fiscal year in which funded activities were completed. The Compliance Period for any building that is part of the project shall terminate on the date the project is acquired by foreclosure or transferred by a deed or other instrument in lieu of foreclosure unless the Secretary of the Treasury determines that such acquisition is part of an arrangement with Subrecipient a purpose of which is to terminate such Compliance Period.

Subrecipient also hereby agrees to enter into an Indenture of Restrictive Covenants (“Indenture”) with the City/Grantee at the time of the entering into this Subrecipient Contract. In this Indenture, Subrecipient agrees to represent, warrant and covenant throughout the term of the Indenture that the land and/or facility purchased or improved with CDBG funds will be used in accordance with Section 42 of the United States Code during the Compliance Period. Further, Subrecipient agrees that the use of such property may not change from that for which the acquisition was made unless the Owner provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either (1) the new use of such property qualifies as meeting one of the national objectives in Volume 24 of the Code of Federal Regulations, Section 570.208 (24 CFR 570.208), or (2) if the Owner determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use that does not qualify under 24 CFR, Section 570.208. After such determination is made, Subrecipient may retain or dispose of the property for the changed use if 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.

C. Level(s) of Performance & Accomplishment - Goals and Performance Measures

In addition to the normal administrative services required as part of this Subrecipient Contract, the Subrecipient agrees to provide monthly reports (Exhibit B) on achievements and program impact for a period no less than from the beginning of the contract to the end of the program year in which activities were completed. Additional reporting may be required at the request of the City.

Statement of Work:

The Subrecipient will be responsible for administering a CDBG FY23 weatherization, rehabilitation, and reconstruction program to maintain energy efficiency for low-income families and maintain the current housing stock for low-income families in the City of Rapid City, South Dakota.

Affordability Provisions: N/A

D. Personnel Assigned to Scope of Work

Personnel Assigned to Scope of Work

Staff Member	Job Title	General Program Duties	Est. Time Allocation Per Week
Shawn Burke	Executive Director	Overall project/program oversight	
Richard Anderson	Program Coordinator	Construction Project Management	
Laurie Thielmann	Financial Management	Record Retention Compliance	

Any changes to the program goals, scope of services, schedule or budget, unless otherwise noted, may only be made through a written amendment to this Subrecipient

Contract, executed by the Subrecipient and the City/Grantee. Changes to key personnel assigned or their general responsibilities under this project are subject to notification and approval from the City/Grantee.

E. Performance Monitoring

The City/Grantee reserves the right to monitor and evaluate the progress and performance of the Subrecipient to assure the terms of this Subrecipient Contract are being satisfactorily met in accordance with HUD, City/Grantee and other applicable monitoring and evaluating criteria and standards. Subrecipient shall cooperate with the City/Grantee relating to such monitoring and evaluation.

The City/Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the City/Grantee will constitute noncompliance with this Subrecipient Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City/Grantee, Subrecipient Contract suspension or termination procedures will be initiated.

F. Project Schedule/Milestones

If the Subrecipient was required to provide the City/Grantee with a written project schedule, it will be made part of this Subrecipient Contract (Exhibit C.) The project schedule is an estimate of project completion, and the start date is contingent upon prompt return of signed contracts from the Subrecipient. Subrecipient will also submit request for proposals public notice ads, *prior to publication*, for review by the City/Grantee for compliance with Davis-Bacon and Related Acts, Section 3, and HUD guidelines.

City/Grantee authorization to publish all RFP's insuring Subrecipient's compliance with mandatory language to meet federal requirements to receive funds is required. Funds will not be released until compliance with mandatory language requirements is met.

G. Time of Performance and Term

Subrecipient shall perform the services set out above, and shall expend the CDBG funding provided for above between the execution date of this contract and the **31st** day of **March, 2025**. **CDBG funds will not be provided for commitments or expenditures that are agreed to or made prior to the execution day of this contract.**

The term of this Subrecipient Contract and the provisions herein will continue and be in effect until all obligations herein are fulfilled by Subrecipient.

H. Budget

Subrecipient shall use **Eighty Thousand and 00/100** Dollars (**\$80,000.00**) of CDBG funds provided for above as follows:

Program/Administrative Costs	\$ _____
Salaries/Fringe Benefits	\$ _____
Office Space (Program only)	\$ _____

Utilities	\$ _____
Communications	\$ _____
Reproduction & Printing	\$ _____
Construction Supplies, Materials and Labor	<u>\$80,000.00</u>
Mileage	\$ _____
Equipment	\$ _____
Engineering/Architecture Fees	\$ _____
Construction	\$ _____
Land Acquisition and Site Development	\$ _____
Other (Specify below)	\$ _____
Indirect Costs (Specify below)	\$ _____
Total Grant	<u>\$80,000.00</u>

Other/Indirect costs: N/A

Any indirect costs charged must be consistent with the conditions of this Subrecipient Contract. See Subsection IX.C.2. In addition, the City/Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City/Grantee.

Any amendments to this budget must be approved in writing by the City/Grantee and Subrecipient.

I. Compensation and Method of Payment

If Subrecipient is not in default hereunder, and subject to City/Grantee's receipt of the U.S. Department of Housing & Urban Development CDBG funds, and provided the Subrecipient Contract and Scope of Service are eligible expenditures of CDBG funds, the City/Grantee agrees to pay the Subrecipient an amount not to exceed **Eighty Thousand and 00/100 Dollars (\$80,000.00)**. Of that amount, eligible program delivery costs will not exceed **zero Dollars (\$0.00)**. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200, as now in effect and as may be amended from time to time.

Draw-downs for the payment of eligible expenses shall be made against the line item budgets specified in Subsection III.H herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Subsection III.H and in accordance with performance.

1. Draw-down requests may be submitted to the Community Enrichment Division on a monthly basis. Draw-down requests must be in writing, presented on letterhead, and accompanied by acceptable documentation supporting the draw-down amount, per the Payment Procedures outlined in Subsection IX.C.3. Draw-down requests must include the total CDBG award, draw request amount, previous draws against the award, and remaining grant award amount.

Documentation should include, at a minimum, the following information:

- a) Invoice itemizing amounts requested;
- b) Supporting documentation for each item; and
- c) Payroll slips or time cards, if applicable.

Additional documentation may be requested as needed for clarification.

Payment requests require City/Grantee Council approval prior to disbursement. The final draw request must include the following paragraph and be dated and signed by the person with the authority to legally bind the organization, preferably the person who signs this Subrecipient agreement:

"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 3429-3730 and 3801-3812)."

2. Special Conditions for Release of Funds

Funding in the amount stipulated in Section III of this Subrecipient Contract will not be released to the Subrecipient by the City/Grantee until the following special conditions for release of funds are met, and the City/Grantee reserves the right to terminate this Subrecipient Contract if these special conditions are not met within ninety (90) days of the Subrecipient Contract execution date.

a) Environmental Review

An Environmental Review must be completed prior to the Subrecipient committing or expending any CDBG funds. After an application is received, an environmental review begins, or a project otherwise becomes Federal, HUD or non-HUD funds may not be spent on project activities until completion of the environmental process for the specific activities. In addition to physical work, this prohibition includes all functionally, geographically, or logically related activities, including land acquisition and construction contracts or other agreements.

The City/Grantee will conduct the Environmental Review and provide documentation of the findings to the Subrecipient upon its completion. **The Subrecipient may not proceed with any services until receipt of written notification of the Environmental Review findings by the City/Grantee.** Housing projects will require environmental reviews to be conducted on each property as it is identified. If the Environmental Review requires mitigation, no funds may be expended until mitigation has been accomplished and certified as completed and meeting HUD minimum standards by an acceptable source to the City/Grantee. Documentation evidencing the Subrecipient's completion of its responsibilities and compliance with the National Environmental Policy Act of

1969 (NEPA), and other provisions of federal law as specified in 24 C.F.R. Part 58 which furthers the purposes of the NEPA.

- b) Procurement Standards and Code of Conduct
Documentation evidencing adoption of Procurement Standards and Code of Conduct equivalent to those established in 2 CFR 200, as now in effect and as may be amended from time to time, and 24 CFR Part 570.
- c) Fair Housing
Documentation that the Subrecipient has specifically provided a description of the actions they will take during the course of the grant to fulfill the requirement to affirmatively further fair housing. (Applicable to housing projects)
- d) Sources and Uses of Funds
Listing of funding sources being utilized for the funded project must be provided.
- e) Other Special Conditions
N/A

3. Retainage

The City/Grantee may hold, at its discretion, up to 10% of this contract amount until project completion and closeout. Closeout includes the requirements that all reports are submitted and accurate and any outstanding compliance issues are rectified or have a plan submitted for rectification and approved by the City/Grantee.

J. Notices

Notices required by this Subrecipient Contract shall be in writing and delivered via United States Postal Service 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. All notices and other written communications under this Subrecipient Contract shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

City/Grantee:

Attn: Michelle Schuelke
Community Enrichment Division

City of Rapid City
300 6th Street
Rapid City, SD 57701
michelle.schuelke@rcgov.org
Tel. Number (605) 394-4181

Subrecipient:

Attn: **Shawn Burke**
Western South Dakota
Community Action, Inc.
1844 Lombardy Drive
Rapid City, SD 57703
shawn.burke@wsdca.org
Tel. Number **(605) 348-1460**

SECTION IV. GENERAL CONDITIONS

A. General Compliance

The Subrecipient hereby 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 including Subpart K of these regulations) except that (1) the Subrecipient does not assume the City/Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the City/Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Subrecipient Contract.

The Subrecipient further agrees to utilize funds available under this Subrecipient Contract to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Subrecipient Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to services to be performed under this Subrecipient Contract. The City/Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance, as the Subrecipient is an independent contractor. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

C. Hold Harmless

Subrecipient further agrees to indemnify, defend and hold harmless the City/Grantee, 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 Subrecipient Contract by Subrecipient, or out of any violation of Subrecipient of any local, state, or federal statute, ordinance, rule or regulation.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage in the amount required by law, for all of its employees involved in the performance of this Subrecipient Contract.

E. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Subrecipient Contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City/Grantee. The Subrecipient shall comply with the bonding

and insurance requirements of 2 CFR 200, as now in effect and as may be amended from time to time.

F. City/Grantee Recognition

The Subrecipient shall ensure recognition of the role of the City/Grantee in providing services through this Subrecipient Contract. All activities, facilities and items utilized pursuant to this Subrecipient Contract shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications.

G. Amendments

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

The City/Grantee may, in its discretion, amend this Subrecipient Contract 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 Subrecipient Contract, such modifications will be incorporated only by written amendment signed by both City/Grantee and Subrecipient.

**SECTION V.
LIABILITY**

Subrecipient agrees to assume the risk of all personal injuries, including death resulting therefrom, to persons, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in connection with or arising out of the performance or non-performance of this Subrecipient Contract by Subrecipient, or by the conditions created thereby.

**SECTION VI.
SUSPENSION OR TERMINATION FOR CAUSE**

In accordance with 2 CFR 200, as now in effect and as may be amended from time to time, the City/Grantee may suspend or terminate this Subrecipient Contract if the Subrecipient materially fails to comply with any terms of this Subrecipient Contract, which include but are not limited to, the following:

1. 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;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Subrecipient Contract;
3. Ineffective or improper use of funds provided under this Subrecipient Contract;
4. Submission by the Subrecipient to the City/Grantee reports that are incorrect or incomplete in any material respect; or
5. Financial instability of the Subrecipient organization that will affect the abilities of the organization to carry out or complete the stated activities and scope of work.

In the event Subrecipient fails to comply, the City/Grantee may take the following actions:

A. Suspension for Cause

After notice to the Subrecipient, the City/Grantee may suspend the Subrecipient Contract and withhold any further payment or prohibit the Subrecipient from incurring additional obligations of grant funds, pending corrective action by the Subrecipient.

B. Termination for Cause

This Subrecipient Contract may be terminated, in accordance with 2 CFR 200, as now in effect and as may be amended from time to time, if the Subrecipient materially fails to comply with any term of the Subrecipient Contract or applicable federal regulations. The City/Grantee may terminate the Subrecipient Contract upon ten (10) days written notice, together with documentation of the reasons therefore, and after an opportunity for a hearing is afforded. The determination of the City/Grantee as to the cause of termination and the appropriateness therefore shall be final and binding upon both City/Grantee and Subrecipient. In the event projects are delayed, the Subrecipient shall notify the City/Grantee in writing, informing the City/Grantee of the issues surrounding the delay of the project. In cases where the project is not moving forward, the City/Grantee shall notify the Subrecipient of termination of the funding, as per Section VIII.

In the event of termination, all finished or unfinished documents, data, studies and reports prepared by the Subrecipient under this Subrecipient Contract shall, at the option of the City/Grantee, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for satisfactory work completed on such materials for which compensation has not previously been paid.

SECTION VII.
TERMINATION FOR CONVENIENCE

This Subrecipient Contract may be terminated for convenience in accordance with 2 CFR 200, as now in effect and as may be amended from time to time, by either the City/Grantee or the Subrecipient, 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 City/Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was

made, the City/Grantee may terminate the award in its entirety.

SECTION VIII.
TERMINATION OF CITY/GRANTEE'S OBLIGATIONS

The City/Grantee's obligations under this Subrecipient Contract will terminate in the event of suspension, non-receipt or reduced receipt of CDBG funds from HUD.

SECTION IX.
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Records of the Subrecipient and reimbursable expenses pertaining to the Scope of Services and records of accounts between the City/Grantee and the Subrecipient shall be kept on a generally recognized accounting basis.

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200, as now in effect and as may be amended from time to time, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200, as now in effect and as may be amended from time to time. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation & Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Subrecipient Contract. Such records shall include but are not limited to:

- a) Record(s) providing a full description of each activity undertaken;
- b) Record(s) demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Record(s) required to determine the eligibility of activities;
- d) Record(s) required to document the acquisition, improvement, use or disposition of real and personal property acquired or improved with CDBG assistance;
- e) Record(s) documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR Part 570.502 and 2 CFR 200, as now in effect and as may be amended from time to time;
- g) Other records as necessary to document compliance with Subpart K of 24 CFR 570; and

- h) Real and personal 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 570.505, as applicable.
- i) Records documenting compliance with lead-based paint. Regulations at 24 CFR 570.608 and 24 CFR 35.100, et seq.

2. Build America, Buy America Act (BABA)

Subrecipient agrees to abide by the requirements of the Build America, Buy America Act, (41 USC, Subtitle IV, Ch. 83, 2021) preferences for infrastructure materials purchases of USA-sourced iron, steel, and other materials, to the extent available, and applicable to this contract, subject to waivers which may be authorized from time to time, and posted on the HUD government website, located at https://www.hud.gov/program_offices/general_counsel/BABA. Subrecipient agrees to maintain purchase receipts and provide source documentation upon request of City grantee, throughout the required reporting period for this project.

3. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Subrecipient Contract for a period of four (4) years. The retention period begins on the date of submission of the City/Grantee's Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Subrecipient Contract are reported on for the final time. Records for non-expendable property acquired with funds under this Subrecipient Contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

4. Client Data

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

- a) Client name;
- b) Client address;
- c) Client/Household income level or other basis for determining eligibility;
- d) Description of services provided;
- e) Dates services provided;
- f) Beneficiary information (race, ethnicity, income, sex, female head of household, elderly, disabled, etc.); and
- g) Household/family size.

Such information shall be made available to City/Grantee monitors or their designees for review upon request.

5. Disclosure

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

6. Close-outs

The Subrecipient's obligation to the City/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 City/Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Subrecipient Contract shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income. All financial records pertaining to this Subrecipient Contract upon completion shall remain the property of the City/Grantee.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Subrecipient Contract shall be made available to the City/Grantee, grantor agency, and the Comptroller General of the United States or any authorized representatives thereof, 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 Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Subrecipient Contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City/Grantee policy concerning Subrecipient audits and 2 CFR 200, as now in effect and as may be amended from time to time.

Upon completion of the aforementioned required annual financial audit, Subrecipient shall notify City/Grantee in writing of any audit findings within five (5) business days of Subrecipient receiving notification of such findings. Further, as soon thereafter as is practicable, Subrecipient shall notify City/Grantee in writing of all steps taken or to be taken to resolve such audit findings, and the final resolution of such findings.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall immediately report to the City/Grantee all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Subrecipient Contract. Program income generally means gross income received by the Subrecipient, directly generated from the use of CDBG funds, with some exceptions which are detailed in 24 CFR 570.500.

Program income includes, but is not limited to:

- a) Payments of principal and interest on loans made using CDBG funds;
- b) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
- c) Proceeds from the disposition of equipment purchased with CDBG funds;
- d) Interest earned on program income pending its disposition; and
- e) Interest earned on CDBG funds held in a revolving loan fund's cash balance interest bearing account.

The use of program income by the Subrecipient must be approved by the City/Grantee prior to such use and must comply with the requirements set forth at 24 CFR 570.504. The Subrecipient may retain and use program income funds only for the activity(ies) approved under this Subrecipient Contract. 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 City/Grantee on a monthly basis.** Receipt and expenditures of program income funds shall be reported, in writing, at the time of receipt and expenditure, along with supporting documentation. Program income must be expended prior to drawing any remaining grant funds. In the event the Subrecipient desires to use the program income for some other activity, it must request and receive permission from the City/Grantee before undertaking such a use. The City/Grantee will determine whether the proposed use meets the eligibility criteria of the regulations established by the CDBG funds, and notify the Subrecipient of either approval or disapproval. At conclusion or termination of the Subrecipient Contract, or in the case of disapproval, all program income will be returned to the City/Grantee.

2. Indirect Costs

If indirect costs are charged, indirect costs must be charged in accordance with an approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or, if no rate exists, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City/Grantee for approval, in a form specified by the City/Grantee. In addition, the City/Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget

information in a timely fashion in the form and content prescribed by the City/Grantee.

3. Payment Procedures

Draw-downs for the payment of eligible expenses and general administration items shall be made against the line item budgets specified in Subsection III.H, and in accordance with performance. Payments shall be made upon presentation of invoices that Subrecipient certifies are true and correct copies of payments due on behalf of the Subrecipient for an activity covered by this Subrecipient Contract and made in accordance and compliance with the Scope of Service. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City/Grantee in accordance with advance fund and program income balances available in the Subrecipient account. In addition, the City/Grantee reserves the right to liquidate funds available under this Subrecipient Contract for costs incurred by the City/Grantee on behalf of the Subrecipient. Subrecipient reports shall be submitted, as stated in Subsection IX.C.4. Payment may be suspended by the City/Grantee in the event of nonperformance by the Subrecipient.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200, as now in effect and as may be amended from time to time.

4. Progress Reports

The Subrecipient shall submit monthly progress reports to the City/Grantee in the form and content as required by the City/Grantee. Monthly progress reports are due by the 5th of each month.

Progress reports should include, but are not limited to: progress on goals to be achieved by program; total number of people assisted for the month; 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 the program, progress, issues and accomplishments not addressed on the progress report form.

Reporting Form attached hereto as Exhibit B (monthly report CDBG grant) and incorporated herein shall be used. Reporting forms submitted must be complete or they will be returned for completion and draws suspended until receipt of a complete report.

Additional documentation may be requested as needed for clarification.

D. Procurement

1. Compliance

The Subrecipient shall comply with current City/Grantee policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable

property as defined by such policies as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the City/Grantee upon the termination of this Subrecipient Contract.

2. OMB Standards

The Subrecipient shall procure all materials, property, or services and then shall subsequently follow all Property Standards as set out in and in accordance with the requirements of 2 CFR 200, as now in effect and as may be amended from time to time, including but not limited to the requirements covering utilization and disposal of property.

3. Travel expenses

Travel and related expenses for travel outside the city limits of the City of Rapid City, South Dakota shall not be paid with funds provided under this Subrecipient Contract without prior written approval from the City/Grantee.

E. Use & Reversion of Assets

In the event Subrecipient ceases to use real or personal property acquired or improved with CDBG funds, one of the following options must occur in accordance with the requirements of 2 CFR 200, as now in effect and as may be amended from time to time, and 24 CFR 570.502, 570.503, and 570.504, unless the City/Grantee approves otherwise in writing:

1. The Subrecipient shall transfer to the City/Grantee all CDBG funds used for the acquisition or improvement of any real or personal property;
2. The Subrecipient shall pay to the City/Grantee a sum equal to the property's fair market value (at the time that the property ceases to be used in accordance with the Scope of Service), less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of or improvement to the property; or
3. The Subrecipient shall return the real or personal property to the City/Grantee.

In the event that some real and/or personal property ceases to be used in accordance with the Scope of Service, while other real and/or personal property continues to be used in accordance with the Scope of Service, Subsection IX.E. only applies to property that ceases to be used in accordance with the Scope of Service.

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

The Subrecipient agrees to comply with:

- A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b);
- B. The requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan** under (42 USC 5304(d)); and
- C. The requirements in 24 CFR 570.606(d) governing optional relocation policies.** The Subrecipient 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 Subrecipient also agrees to comply with applicable City/Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

SECTION XI.
ASSURANCES

The Subrecipient hereby agrees to use CDBG funds for the purposes authorized by the Rapid City/Grantee Common Council. The Subrecipient further hereby agrees to comply with the assurances in Section XII, XIII, which are required by the U.S. Department of Housing & Urban Development for all CDBG projects. These include Federal Labor Standards requirements.

SECTION XII.
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient hereby agrees to comply with all applicable state, local and civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of 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, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

The Subrecipient hereby 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 (42 USC 5309 (a)) are still applicable.

Subrecipients shall comply with state and local civil rights laws proscribing housing discrimination based on sexual orientation or gender identity.

3. Land Covenants

This Subrecipient Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) 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 Subrecipient Contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City/Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with 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 City/Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Subrecipient Contract.

B. Affirmative Action

1. Approved Plan

The Subrecipient hereby agrees that it shall be committed to carry out pursuant to the City/Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966, as amended. The City/Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

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

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

4. Notifications

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

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

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

6. Subcontract Provisions

The Subrecipient will include the provisions of Subsections XII.A. (titled Civil Rights) and XII.B. (titled 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 Subrecipient 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 Subrecipient hereby agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act and Related Acts as amended (40 USC 3141 et seq.), the provisions of Contract Work Hours and Safety Standards Act (40 USC 3701 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 Subrecipient Contract. The Subrecipient 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 Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City/Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Subrecipient Contract, shall comply with federal requirements adopted by the City/Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29CFR 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 Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this subsection.

3. **“Section 3”**

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended (12 USC 1701u), and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Subrecipient Contract, shall be a condition of the federal financial assistance provided under this Subrecipient Contract and binding upon the City/Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Subrecipient Contract through which federal assistance is provided. The Subrecipient certifies and hereby agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

“The work to be performed under this Subrecipient Contract 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.”

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located and twenty-five percent or more of the total number of labor hours worked by all workers on a Section 3 project are worked by Section 3 Workers. 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 another 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 and five percent or more of the total number of labor hours worked by all workers on a Section 3 project are worked by Targeted Section 3 Workers. 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 Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 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.

c. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, 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.

d. Reporting and Record Keeping

The Subrecipient shall maintain documentation that demonstrates compliance and qualitative nature of actions implemented to meet benchmarks as prescribed by HUD and as may be amended from time to time.

D. Conduct

1. Assignability

This Subrecipient Contract shall not be assigned or transferred by the Subrecipient without the prior written consent of the City/Grantee; provided however, that claims for money due or to become due to the Subrecipient from the City/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 promptly furnished in writing to the City/Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Subrecipient Contract without the prior written consent of the City/Grantee prior to the execution of the subcontract.

b. Monitoring

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

c. Content

The Subrecipient shall cause all of the provisions of this Subrecipient Contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Subrecipient Contract.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts left in the performance of this Subrecipient Contract 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 City/Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient hereby agrees that no funds provided, nor personnel employed under this Subrecipient Contract, shall in any way or to any extent engage in the conduct of political activities in violation of (5 U.S.C.7323).

4. Conflict of Interest

The Subrecipient hereby agrees to abide by the provisions of 2 CFR 200, as now in effect and as may be amended from time to time, and 24 CFR 570.611, which include (but are not limited to) the following:

- a. The Subrecipient 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 Subrecipient 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 but is not limited to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City/Grantee, the Subrecipient, or any designated public agency; and
- d. The Subrecipient 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 Scope of Service, and shall not acquire any interest therein which would conflict with the performance of the Scope of Service required under this Subrecipient Contract or applicable statute, rule or regulation. Such a conflict would arise when: the employee, officer, or agent; any member of their immediate family; their partner; or an organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm/household selected for award. The Subrecipient's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements during office tenure nor for one year after the closeout of the grant. This stipulation must be included in all other contracts and subcontracts to this grant.

5. Lobbying

The Subrecipient certifies, to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federally 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.
- c. The Subrecipient shall require that the language of paragraph (d) 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 subrecipients shall certify and disclose accordingly.

- d. This certification is a material representation of the 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 Subrecipient Contract results in any copyrightable material or inventions, the Grantee and/or City/Grantee reserves the right to a 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 Subrecipient hereby agrees that funds provided under this Subrecipient Contract will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION XIII. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient hereby agrees to comply with the following requirements insofar as they apply to the performance of this Subrecipient Contract:

- 1. Clean Air Act, 42 U.S.C., 7401, et seq.;**
- 2. 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 308, and all regulations and guidelines issued thereunder; and
- 3. 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 Subrecipient shall assure that the 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 Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Subrecipient Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35.100 et seq. 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 Subrecipient 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 Subrecipient Contract.

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.

**SECTION XIII.
SEVERABILITY**

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

**SECTION XIV.
SECTION HEADINGS AND SUBHEADINGS**

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

**SECTION XVI.
WAIVER**

The City/Grantee's failure to act with respect to a breach by the Subrecipient shall not result in a waiver of its right to act with respect to subsequent or similar breaches. The failure of the City/Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION XVII.
REMEDIES

The City/Grantee may undertake any legal or equitable action available to enforce the provisions of this Subrecipient Contract. Subrecipient hereby agrees the City/Grantee may recover from it the City/Grantee's reasonable expenses, including attorney's fees incurred in respect to such actions.

SECTION XVIII.
CHOICE OF LAW AND VENUE

The parties hereby agree that the terms of this Subrecipient Contract shall be governed by the laws of the State of South Dakota. In the event of any conflict of law, the law of the State of South Dakota shall be controlled. Any legal action arising out of or relating to this Subrecipient Contract shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in the City of Rapid City, Pennington County, South Dakota.

SECTION XIX.
ENTIRE SUBRECIPIENT CONTRACT

The provisions set forth in Items I-XIX, and all attachments of this Subrecipient Contract constitute, the entire Subrecipient Contract 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.

Dated this _____ day of _____, **2023**.

CITY OF RAPID CITY

Jason Salamun, Mayor

ATTEST:

Daniel Ainslie, Finance Director
Federal Tax I.D. #: 46-6000380
Federal Unique Entity I.D. #KN7AL7HF44B3

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF PENNINGTON)

On this the _____ day of _____, **2023**, before me, the undersigned officers, personally appeared **Jason Salamun** and **Daniel Ainslie**, who acknowledged themselves to be the Mayor and Finance Director, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Director.

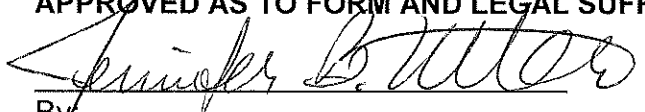
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota

My Commission Expires:

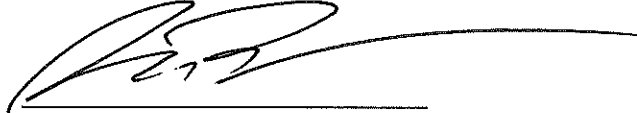
(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


By: _____
Its: City Attorney or Assistant City Attorney

Dated this 3rd day of July, 2023.

Western South Dakota Community Action, Inc.

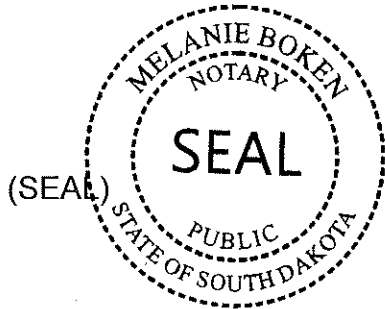


By: Shawn Burke
Its: Executive Director

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF PENNINGTON)

On this the 3rd day of July, 2023, before me, the undersigned officer, personally appeared Shawn Burke, who acknowledged himself to be the Executive Director of Western South Dakota Community Action, Inc. a non-profit corporation, and that he, as such Executive Director being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Melanie Boken
Notary Public, South Dakota
My Commission Expires: 11/23/23

AFFIRMATIVE ACTION APPROVAL

By: Shawn Burke
Its: Contract Compliance Supervisor

EXHIBIT A

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Exhibit B

DUE BY THE 5TH OF EVERY

MONTHLY REPORT FOR CDBG GRANT
MONTH: 2023
CALENDAR YEAR: 2023
INTERNAL USE ONLY

AGENCY: Western South Dakota Community Action
CONTACT: Shawn Burke
PHONE # (605) 342-1488
ACTIVITY #

NOTE: YTD means "Year To Date." CDBG calendar year is April 1st through March 31st.

PROGRAM GOALS AND ACCOMPLISHMENTS SECTION

Table with columns: Goals, % Completed Through Project, % Completed Through Program Year, and YTD Total. Includes rows for Accomplishments and a TOTAL PEOPLE ASSISTED row.

DEMOGRAPHIC REPORTING SECTION

Demographic reporting table with columns: # Benefiting This Month, # Benefiting Throughout Project, # Benefiting Throughout CDBG Program Year, # of Each Race, # Hispanic/Latino of each race, and # of Each Race of Hispanic/Latino of each race.

NARRATIVE section for reporting progress and challenges. Includes a header for NARRATIVE and a note that narratives should be unique for each month.

Summary tables for income levels and HUD Income Limits. Includes 'Beneficiaries by Income' and 'HUD INCOME LIMITS EFFECTIVE JUNE 15, 2022'.

NOTE: YTD means "Year To Date." CDBG calendar year is April 1st through March 31st.

Exhibit C

Project #	Submit Environmental Review Request by:	Finish Project by:	Submit Draw Request by:
1	July 30,2023	December 31,2023	January 15, 2024
2	August 31, 2023	February 29,2024	March 14, 2024
3	October 31, 2023	May 31, 2024	June 14, 2024
4	December 31, 2023	July 31, 2024	August 14, 2024
5	February 29, 2024	September 30, 2024	October 14, 2024
6	April 30, 2024	November 30, 2024	December 13, 2024
7	June 30, 2024	January 31, 2025	February 14, 2025
Final projects	August 31, 2024	March 31, 2025	March 31, 2025