Exhibit F – General Administrative Requirements
For
Department of Housing and Urban Development (HUD)
Grant Programs

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I. GENERAL CONDITIONS

A. General Compliance

City/Subrecipient (hereinafter referred to as “Subrecipient”) agrees that it undertakes the same obligations to the County of Ventura (hereinafter referred to as “County” or “the County”) that County has undertaken to the Department of Housing and Urban Development (HUD), pursuant to County's application and certifications. The obligations undertaken by Subrecipient include, but are not limited to, the obligation to comply with all applicable Federal laws and regulations and specifically with each of the following:

1. Title I of the Housing and Community Development Act of 1974, as amended, (Public Law 93 383; 42 U.S.C. § 5301 et seq.), Entitlement Grants Program 24 C.F.R. § 570.300 et seq. [subpart D]).

2. Final regulations of HUD relating to Community Development Block Grants under Title 24, Chapter V, Part 570, of the Code of Federal Regulations, commencing with section 570.1, as revised, including subpart K of these regulations, as applicable to Subrecipient.

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

B. “Independent Contractor” / Status of Subrecipient

It is understood and agreed that Subrecipient is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. Subrecipient will not be entitled to any benefits payable to employees of County, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. County is not required to make any tax or benefit deductions from the compensation payable to Subrecipient under the provisions of this Contract. As an independent contractor, Subrecipient hereby agrees to indemnify and hold County harmless from any and all claims that may be made against the County, based upon any contention by any third party that an employer-employee relationship exists by reason of this contract.

If, in the performance of this contract, any third persons are employed by Subrecipient, such persons will be entirely and exclusively under the direction, supervision and control of Subrecipient. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Subrecipient. County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.
C. Hold Harmless/Indemnification

All activities and/or work covered by this agreement will be at the risk of Subrecipient alone. Subrecipient agrees to defend (at County’s request), indemnify and hold harmless the County, its boards, agencies, departments, officers, employees, designated agents and assigned volunteers, from and against any and all claims, lawsuits - whether against Subrecipient, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Subrecipient, which result from Subrecipient’s negligent acts, errors or omissions or willful wrongful conduct, save and except claims or litigation arising through the active negligence or wrongdoing and/or willful misconduct of County.

D. Non-Compliance

Failure to meet established performance goals and standards and/or non-compliance with applicable rules and regulations shall constitute non-compliance with the terms of this contract. The County is entitled to use one or more of the following remedies for non-compliance: temporarily withhold cash payments pending correction of deficiencies by Subrecipient; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the Subrecipient’s program; withhold further awards for the program; and/or take other remedies that may be legally available.

E. Termination/Suspension

1. Termination of Contract for Convenience: In accordance with 24 Code of Federal Regulations part 85.44, this contract may be terminated by either party 30 days after providing written notice of intention to terminate to the other party. The notice must set forth the reasons and the effective date of such termination.

2. Termination of Contract for Cause: In accordance with 24 Code of Federal Regulations part 85.43, the parties hereto understand that pursuant to the County's execution of the HUD application, County assumed responsibility as to the performance of the projects. If through any cause Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this contract to undertake, conduct or perform the project(s) identified in this contract, or if Subrecipient shall violate any of the covenants, agreements, or stipulations of this contract, County shall thereupon have the right to terminate and specifying the effective date thereof at least five days before the effective date of such termination. Notwithstanding the above, Subrecipient shall not be relieved of liability to County for damages sustained by County by virtue of any payments to Contractors for the purpose of set-off until such time as the exact amount of damages due County from Subrecipient is determined. Notwithstanding any other provisions of this contract, Subrecipient, by entering into this contract and the previous Cooperating
Agreement, where applicable, does not waive or impair to any degree whatever, immunity from suit or damages to which it may legally be entitled.

**F. Grantee Recognition**

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

**G. Insurance Provisions**

1. Subrecipient, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following insurance:

   a. Commercial General Liability "occurrence" coverage in the minimum amount of $1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence, and $2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and $100,000 fire legal liability.

   b. Commercial Automobile Liability coverage in the minimum amount of $1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles.

   c. Personal Automobile Liability coverage, in the minimum amounts of $100,000 per person and $300,000 each Accident Bodily Injury and $50,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.

   d. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Subrecipient and Employer's Liability in the minimum amount of $1,000,000.

   e. Professional Liability (Errors and Omissions) coverage in the minimum amount of $1,000,000 each occurrence and $2,000,000 aggregate.

If the Professional Liability coverage is "claims made", Subrecipient must, for a period of three years after the date when this contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services OR purchase an extended reporting period endorsement (tail coverage). County may withhold final payments due until satisfactory evidence of the tail coverage is provided by Subrecipient to County.
f. Crime Insurance Coverages Employee Dishonesty Blanket Position Bond, Money and Securities Loss Outside, Money and Securities Loss Inside, Money Orders and Counterfeit Papers Currency, Depositors Forgery including Employee Dishonesty - each at a minimum limit of the value of this contract.

g. Course of Construction (Builders’ Risk/Installation Floater) coverage (as applicable) for not less than one hundred percent (100 percent) of the contract price.

h. Deed of Trust Hazard Insurance (For Property Acquisition Projects)

   Trustor is the Subrecipient; Beneficiary is the County of Ventura

   Trustor shall keep the improvements now existing or hereafter erected on the Property insured for full replacement value against loss by fire, hazards included within the term "extended coverage", and such other hazards as Beneficiary may require and in such amounts and for such periods as Beneficiary may require.

   The insurance carrier providing the insurance shall be chosen by Trustor subject to approval by Beneficiary; provided, however, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Beneficiary and shall include a standard mortgage clause in favor of and in a form acceptable to Beneficiary. Beneficiary shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien that has priority over this Deed of Trust.

   In the event of loss, Trustor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Trustor.

   If the Property is abandoned by Trustor, or if Trustor fails to respond to Beneficiary within 30 days from the date notice is mailed by Beneficiary to Trustor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds at Beneficiary’s option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

2. All insurance required shall be issued by a company or companies authorized to transact business in the State of California, which have a BEST rating of B+ and a BEST Financial Class of VII or larger.

3. All insurance required will be primary coverage with regard to County and any insurance or self-insurance maintained by County will be excess of Subrecipient’s insurance coverage and will not contribute to it.

4. County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
5. The County, its boards, agencies, departments, officers, employees, agents and volunteers are to be named as “Additional Insureds” with regard to work done by Subrecipient under the terms of this contract on all policies required (except Workers' Compensation).

6. Subrecipient agrees to waive all rights of subrogation against the County, its boards, agencies, departments, officers, employees, agents and volunteers for losses arising directly or indirectly from the activities and/or work performed by Subrecipient under the terms of this agreement (applies only to Commercial General Liability and Workers' Compensation).

7. Policies will not be canceled, non-renewed or reduced in scope of coverage until after 60 days written notice has been given to the County's County Executive Office (CEO).

8. Subrecipient agrees to provide County with the following insurance documents on or before the effective date of this contract:
   a. Certificates of Insurance for all required coverages.
   b. Additional Insured endorsements.
   c. Waiver of Subrogation endorsements (also known as: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others)
   d. 60 Days Notice Cancellation Clause endorsements.

Failure to provide these documents may be grounds for immediate termination or suspension of this agreement.

It is the responsibility of the Subrecipient to confirm that all terms and conditions of the Insurance Provisions are complied with by all Subcontractors that Subrecipient may use for the completion of this Agreement.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Subrecipient for liability in excess of such coverage, nor shall it preclude County from taking such other actions as are available to it under any other provisions of this contract or otherwise in law.

H. Contract Bonds (For Construction Projects)

The Subrecipient shall ensure that two good, sufficient bonds are provided. Before construction begins, the Subrecipient shall file surety bonds with the County to be approved by the County Clerk in the amounts and for the purposes noted below. Bonds issued by a surety who is listed in the latest version of United States Department of the Treasury’s Listing of Approved Sureties (Department Circular 570), who is
authorized to issue bonds in California, and whose bonding limitation shown in said
circular is sufficient to provide bonds in the amount required by the contract shall be
deemed to be approved unless specifically rejected by the County.

1. The “Payment Bond” (Material and Labor Bond) shall be for not less than 100
percent of the contract price, to satisfy claims of material suppliers and of mechanics
and laborers employed by Subrecipient on the project. The Bond shall be maintained
by the Subrecipient in full force and effect until the project is accepted by the County,
and until all claims for materials and labor are paid, and shall otherwise comply with the
Civil Code.

2. The “Performance Bond” shall be for 100 percent of the contract price to guarantee
faithful performance of all work, within the time prescribed, in a manner satisfactory to
the County, and that all materials and workmanship will be free from original or
developed defects. The Bond must remain in effect until the end of all warranty periods
as set forth in the contract.

Should any bond become insufficient, the Subrecipient shall renew the bond within 10
days after receiving notice from the County.

Should any Surety at any time be unsatisfactory to the County Clerk, notice will be
given to the Subrecipient to that effect. No further payments shall be deemed due or
will be made under the contract until a new Surety shall qualify and be accepted by the
County Clerk.

Changes in the project or extensions of time, made pursuant to this Contract, shall in no
way release the Contractor or Surety from their obligations. Notice of such changes or
extensions shall be waived by the Surety.

II. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Uniform Administrative Regulations for Recipients and Subrecipients

Governmental entities (including public agencies) shall comply with the requirements
and standards of:

  a. Applicable sections of 24 Code of Federal Regulations part 85 entitled
"Administrative Requirements for Grants and Cooperative Agreements to State,
Local and Federally Recognized Indian Tribal Governments" or the related HUD
provision (referred to as the "Common Rule").

  b. Office of Management and Budget (OMB) Circular A-87 entitled "Cost Principles
for State, Local and Indian Tribal Governments."
c. Applicable sections of OMB Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations." Single Audits shall be conducted annually for those organizations that have expended $500,000 or greater in Federal funds and provided to the County.

Non-governmental entities shall comply with the requirements and standards of:

a. Applicable sections of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 2 C.F.R. § 215, “Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations”) or the related HUD provision.


d. OMB Circular A-133 entitled, “Audits of States, Local Governments and Non-Profit Organizations.” Single Audits shall be conducted annually for those organizations that have expended $500,000 or greater in Federal funds and provided to the County.


2. Fiscal Control

The Subrecipient shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Subrecipient shall establish such fiscal controls and fund accounting procedures as required by federal regulations, or as may be deemed necessary by HUD and the County to assure the proper disbursement of, and accounting for, HUD funds paid to the Subrecipient.

a. Disbursement of Funds: HUD funds shall generally be disbursed by the County to the Subrecipient on a reimbursement for actual expenses basis.

b. Deposit of Funds: Subrecipients shall maintain separate accounts within established bookkeeping systems for the deposit of HUD funds as specified in the applicable OMB Circular. (See Section II. A. 1. of these General Provisions.)

County agrees to pay Subrecipient monthly progress payments upon certification and submittal by Subrecipient of a statement of actual costs incurred. County may at its discretion retain 10 percent of the total agreed compensation until certification by Subrecipient that all of the required services have been completed. Payment by County is not to be construed as final in the event HUD disallows reimbursement for the project or any portion thereof. Certain reasonable back-up documentation as specified by the County shall be submitted by Subrecipient with request for payment.
Subrecipient shall be liable for all amounts which are determined to be due by HUD including, but not limited to, disallowed costs which are the result of Contractor's or its contractor's conduct under this contract. Sub-recipients shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between County and HUD arising from this contract.

All financial transactions must be supported by complete and verifiable source documents. These records shall provide a clear audit trail and shall be maintained as specified in Section II. A. 2. of these General Provisions.

3. Program Income (24 C.F.R. § 570.504)

   a. Definition (from Subpart J-Grant Administration - 24 C.F.R. § 570.500):

      Program income is defined as gross income received by the Subrecipient and directly generated from the use of HUD funds; when program income is generated by an activity that is only partially assisted with HUD funds, the income shall be prorated to reflect the percentage of HUD funds used.

   b. Program income includes, but is not limited to, the following:

      i. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with HUD funds;

      ii. Proceeds from the disposition of equipment purchased with HUD funds;

      iii. Gross income from the use or rental of real or personal property acquired by Subrecipient with HUD funds, less costs incidental to generation of the income;

      iv. Gross income from the use or rental of real property, owned by the Contractor, that was constructed or improved with HUD funds, less costs incidental to generation of the income;

      v. Payments of principal and interest on loans made using HUD funds;

      vi. Proceeds from the sale of loans or obligations secured by loans made with HUD funds;

      vii. Interest earned on program income pending its disposition; and

      viii. Funds collected through special assessments made against properties owned and occupied by households not of low or moderate income where the assessments are used to recover all or part of the HUD portion of a public improvement.
c. Retention: Program income received by the Subrecipient during the effective term of this contract may be retained by the Subrecipient if mutually agreed upon by the County and the Subrecipient and delineated in Section IX. 3., Specific Conditions, of this contract, subject to all provisions of this contract.

d. Utilization: Program income will be utilized as follows:

i. Program income generated by any activity will (as a default) be credited to and utilized by that activity. This procedure pertains to any revolving fund programs (Housing Rehabilitation, etc.) or other program income generating activities (Code Enforcement, Commercial Rehabilitation, etc.).

ii. Program income may be utilized by another activity if specifically stated in Section IX. 3., Specific Conditions, of this contract.

iii. Program income may be reprogrammed to another activity in compliance with the Citizen Participation Plan, Part IV Amendments (to the Consolidated or Annual Plan).

iv. Program income must be placed in an interest-bearing account.

v. Program income in the form of repayments to, or interest earned on, a revolving fund shall be substantially disbursed from the fund before additional cash withdrawals are made from the United States Treasury for the same activity. Substantially all other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the United States Treasury. (24 C. F. R. 570.504(b).)

vi. Substantially all other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the United States Treasury.

vii. At the end of each program year, the aggregate amount of program income cash balances and any investment thereof (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump-sum drawdown, or cash or investments held for Section 108 [24 C.F.R. § 570, subpart M] loan guarantee security needs) that, as of the last day of the program year, exceeds one-twelfth of the most recent grant made pursuant to 24 Code of Federal Regulations section 570.304 shall be remitted to HUD as soon as practicable thereafter, to be placed in the recipient’s line of credit. This provision applies to program income cash balances and investments thereof held by the grantee and its subrecipients.

viii. Program income and interest will be reported monthly on an Expenditure Summary and Payment Request (ESPR) form regardless of whether there are program income expenditures.

ix. Supporting documentation for program income expenditures will be required with the ESPR.

x. Within 30 days of the end of the fiscal year, program income starting balances (at the beginning of the fiscal year), earnings, expenditures and ending balances
will be reported for the Consolidated Annual Performance and Evaluation Report (CAPER).

e. Disposition: Program income attributable to projects funded under this contract on hand when said contract expires or received after the contract’s expiration, shall be paid to the County as required by 24 Code of Federal Regulations part 570.503(b)(8) when the Subrecipient ceases to be under continuous contract with the County for the operation of HUD activities. As long as there is no break in the contract period, program income shall be governed by the provisions of this section.

4. Use of Real Property

The standards described in this section apply to real property within the recipient’s control that was acquired or improved in whole or in part using HUD funds in excess of $25,000. These standards shall apply from the date HUD funds are first spent for the property until a minimum of five years after closeout of a Subrecipient’s participation in the HUD program; the period of time specified in Part I-E, Application Certifications (as part of this contract), or Section IX, Special Conditions of this contract, whichever is longer. The Subrecipient must inform the County of any change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made. Procedures outlined at 24 Code of Federal Regulations part 570.505 must be complied with prior to the implementation of any proposed change.

5. Equipment

The purchase of equipment, fixtures, motor vehicles, furnishings, or other personal property not an integral structural fixture is generally ineligible. The purchase of equipment that constitutes all or part of a public service is eligible. Equipment to be purchased, including computer equipment, must be specifically included in the HUD contract or must be approved by the County prior to purchase. All equipment purchases over $300 must be based on a minimum of three documented price quotes from different vendors.

All equipment purchased with HUD funds must be permanently tagged with “Ventura County HUD program.” An inventory must be maintained in the project file and a control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

Such equipment shall be used by the Subrecipient in the project for which it was acquired as long as needed, regardless of whether such project continues to be supported by federal funds; at that time, equipment may be used in other activities currently or previously supported by a federal agency. Use of such equipment is also subject to provisions of 24 Code of Federal Regulations part 85.32(c)(2), (3) and (4). Subrecipient shall also establish procedures for managing equipment that meet the requirements of 24 Code of Federal Regulations Part 85.32(d).
Further, proceeds from disposition of such equipment shall be treated as program income as specified in Section II.A.3., of these General Provisions.

6. Reversion of Assets

Upon expiration of this contract, Subrecipient shall transfer to the County any HUD funds on hand at the time of expiration and any accounts receivable attributable to the use of HUD funds. Further, any real property under the Subrecipient’s control that was acquired or improved in whole or in part with HUD funds in excess of $25,000 is either:

a. Used to meet one of the national objectives in 24 Code of Federal Regulations part 570.208 until five years after expiration of this contract, or the length of time to be delineated in Section IX, Special Conditions, of this contract; or

b. Not used to meet a national objective, in which event the Subrecipient shall pay to the County an amount equal to the property’s current market value less any portion of the value attributable to expenditures of non-HUD funds for the acquisition and/or improvement to the property.

Subrecipient further agrees to a voluntary lien on any such above-referenced real property to reflect HUD funds received and obligated. Such lien will be notarized, recorded with the County Recorder, will utilize the form specified by County, and will be subject to provisions listed in Section IX, Special Conditions, of this contract.

7. Procurement and Subcontracts

Subrecipient may subcontract with HUD funds but should first inform the County in writing to ensure all requirements are met.

Subrecipient is required to develop maximum competition for all subcontracts as appropriate and to make awards based on the lowest responsible bid received.

Subrecipient must, as a minimum, comply with the procurement procedures outlined in the applicable OMB Circular as listed in Section II.A.1. of this contract.

Within those requirements, Subrecipient may utilize more specific procurement guidelines, if available, including Subrecipient’s procurement procedures or the County’s procedures which outline purchasing limits as follows:

a) Verbal Quotations - For subcontracts equal to or less than $10,000, Subrecipient may contact vendors by telephone for price quotes. A minimum of three quotes must be obtained and must be documented.

b) Written Quotations - For subcontracts of more than $10,000 but less than
$25,000. Subrecipient must issue written specifications and obtain a minimum of three written proposals.

c) Formal Bids - For subcontracts of equal to or more than $25,000, formal bids with detailed specifications should be issued by Subrecipient. A minimum of three written bids is required. Public notice may be required.

Subrecipient shall incorporate the same or substantially equivalent requirements as are contained in this contract in all subcontracts which utilize any HUD funds and/or support any HUD project(s) covered by this contract; when project(s) utilize(s) funds from HUD and other funding sources, all funds shall be subject to HUD regulations. Subrecipient, by entering into any such subcontract for performance of any portion of its HUD program, is not relieved of its responsibilities as set forth in this contract.

Subrecipient will forward all “Requests for Proposals” (RFPs), or similar documents to solicit contractors, to the Small Business Development Center, 5700 Ralston Street, Suite 310, Ventura, California 93003. For more information, the Center can be reached at (805) 658-2688.

Subrecipient will ensure that every effort is made to provide equal opportunity to every potential minority and women’s business vendor, Subrecipient and subcontractor.

B. Documentation and Record Keeping

1. Contract Responsibility for Monitoring and Records

HUD, the County, designated representatives of the County, and other appropriate officials shall have access to all personnel records, management information, and fiscal data of the Subrecipient and any agency or Subrecipient with whom the Subrecipient executes a subcontract necessary to carry out any HUD project(s) for monitoring purposes. The Subrecipient shall respond in a timely manner to all identified corrective action needs as a result of HUD, County, or other monitoring. The Subrecipient shall submit to County all required reports and monitoring corrective action plans on a timely basis, as delineated by the County.

Subrecipient does not assume recipient’s responsibility for initiating the review process under the provisions of 24 Code of Federal Regulations part 52.

2. Records to be Maintained

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

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the HUD program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HUD assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the HUD program;

f. Financial records as required by 24 Code of Federal Regulations part 570.502, and 24 Code of Federal Regulations part 84.21-28; and

g. Other records necessary to document compliance with subpart K of 24 Code of Federal Regulations part 570.

3. Retention

Subrecipient agrees to retain all pertinent records under Federal regulations specified in 24 CFR 570.506, including, but not limited to, financial records, supporting documents and statistical records, until advised by the County that further retention is unnecessary. Generally, records shall be retained for a period of four years from the end of the fiscal year in which the last project covered by the County’s annual agreement with HUD is completed. Records shall be open and available for inspection by auditors and/or other staff assigned by HUD and/or the County during the normal business hours of the Contractor. If at the end of such four-year period, there is ongoing litigation or an audit involving the Subrecipient’s or the County’s records, the Subrecipient will retain the records until the resolution of such litigation or audit and written notice by the County that such records may be disposed of.

Records for non-expendable property shall be retained for a period of four years after final disposition of the property, if applicable.

4. Client Data

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

5. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with
the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this 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 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. Notwithstanding the foregoing, the terms of this contract shall remain in effect during any period that the Subrecipient has control over HUD funds, including program income.

7. Audits and Inspection Rights

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the 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 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 Grantee policy concerning subrecipient audits and OMB Circular A-133.

Subrecipient agrees to allow County to inspect physical premises of any project(s) upon 24-hour advance notice.

III. ENVIRONMENTAL STANDARDS

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

A. General Environmental Responsibilities

Section 104(g) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304), the regulations in 24 Code of Federal Regulations part 58 specify provisions of law which further the purposes of the National Environmental Policy Act of 1969 (NEPA) and the procedures by which grantees must fulfill their environmental responsibilities. The purpose of NEPA (42 U.S.C. § 4321, et seq.) is to attain the widest use of the environment without degradation, risk to health or safety or other undesirable
and unintended consequences. Subrecipient must comply with these regulations, except that Subrecipient does not assume the Recipient’s environmental responsibilities.

Subrecipient must also comply with the following laws and regulations, when applicable:

1. Executive Order 11988, (Floodplain Management, May 24, 1977.)
2. Executive Order 11990, (Protection of Wetlands, May 24, 1977.)
5. As applicable, HUD Notice 79-33 regarding policy guidance to address problems posed by toxic chemicals and radioactive materials; 24 Code of Federal Regulations part 51, subparts C and D.
6. Federal Water Pollution Control Act, section 404 (33 U.S.C. §§ 1251-1376 et seq.).
13. Executive Order 11738, regarding administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans.
15. Executive Order 12898, regarding federal actions to address environmental justice in minority populations and low income populations.
B. Flood Disaster Protection

The Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001 et seq.) and the regulations in 44 Code of Federal Regulations parts 59 through 79 apply to funds provided under part 570 (24 C.F.R. § 570.605). In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint


The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 Code of Federal Regulations parts 35, subpart B, and 570.608. Such regulations pertain to all HUD-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


In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are 50 years old or older or that are included on a federal, state, or local historic property list.
IV. RELOCATION AND REAL PROPERTY ACQUISITION

A. Regulatory Requirements

The Subrecipient agrees to comply with:

1. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by the Uniform Relocation Act Amendments of 1997 (42 U.S.C. § 4601 et seq.) (URA), and implementing regulations at 49 Code of Federal Regulations part 24 and 24 Code of Federal Regulations part 570.606(b);

2. The requirements of 24 Code of Federal Regulations 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.), as amended; and

3. The requirements in 24 Code of Federal Regulations part 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 Code of Federal Regulations part 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a HUD-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

4. HUD Handbook 1378, Tenant Assistance Relocation and Real Property Acquisition.

B. General Policy For Minimizing Displacement

Consistent with the other goals and objectives of this part, grantees and Subrecipients shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of activities assisted under this part.

A displaced person shall be provided with relocation assistance at the levels described in, and in accordance with, the requirements of 49 Code of Federal Regulations part 24, which contains the government-wide regulations implementing the URA.

V. PERSONNEL and PARTICIPANT CONDITIONS

The Subrecipient agrees to comply with the following requirements:

A. Civil Rights and Affirmative Action

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and implementing regulations in 24 Code of Federal Regulations part 1. Title VI provides that no person shall be excluded from participation in, be denied program benefits of, or
be subjected to discrimination on the basis of race, color or national origin under any program activity receiving federal financial assistance. (24 C.F.R § 570.601.)

2. Public Law 90-284, which is the Fair Housing Act (42 U.S.C. § 3601 et seq.; 24 C.F.R. § 570.601.)

3. Executive Orders 11063 and 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086. Non discrimination in employment is required for all federally assisted contracts.

4. Section 109 of the Housing and Community Development Act of 1974, which requires that no person in the United States shall on the grounds of race, color, religion, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community development funds made available pursuant to the Act. (24 CFR § 570.602.)


6. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) This Act guarantees equal opportunity in employment, public accommodations, transportation, state and local government services and telecommunications, for individuals with disabilities.

7. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.). This Act provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

8. All those non-discrimination in employment and contracting opportunity laws, regulations and executive orders referenced in 24 Code of Federal Regulations part 570.607, as revised by Executive Order 13279.

9. Women- and Minority-Owned Businesses (W/MBE) - Subrecipient will use its best efforts to afford small businesses, minority businesses and women’s business enterprises (MBE/WBE), as defined in Section 3 (a) of the Small Business Act, as amended (15 U.S.C. § 632), with the maximum practical opportunity to participate in the performance of this contract, and comply with Executive Orders 12138, 11625 and 12432. As used in this contract, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-
speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

10. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4141-4157). HUD implementing regulations at 24 Code of Federal Regulations part 40, prescribe standards for the design, construction and alteration of publically owned residential structures to ensure that physically handicapped persons will have ready access to, and use of, such structures.


12. National Affordable Housing Act of 1990 (42 U.S.C. § 12832). This Act provides that no person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available.

13. HUD Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, 24 Code of Federal Regulations part 85. This HUD regulation establishes procurement standards to be followed in federal assistance programs. Among the provisions is a requirement that Recipient and any subrecipient take all necessary affirmative steps to ensure that disadvantaged business enterprises (DBEs) in labor surplus areas are used when possible in the procurement of goods and services for HUD funded activities.

B. Employment Restrictions

1. Labor Standards (24 C.F.R. § 570.603)

   a. Section 110(a), Title I, of the Housing and Community Development Act of 1974, contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act, and provides that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with grants received under Title I, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. § 3141 et seq.), as amended. In accordance with section 110(a) of the Housing and Community Development Act of 1974, the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than eight units.
b. The regulations in 24 Code of Federal Regulations part 70 apply to the use of volunteers.

c. The Fair Labor Standards Act (29 U.S.C. § 201 et seq.) which establishes a minimum wage rate, overtime, record keeping and other regulations that affect employers and laborers.

d. Subrecipient will also comply with the provisions of all other federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

2. Employment and Contracting Opportunities (24 C.F.R. § 570.607)


   b. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) and implementing regulations at 24 Code of Federal Regulations part 135. This provision provides that, to the greatest extent feasible, opportunities for training and employment must be given to lower-income residents of HUD assisted projects and that contracts for work in connection with such projects should be awarded to business concerns located in, or owned in substantial part by, “project areas” residents.

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

3. Drug Free Workplace

Provide or continue to provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture,
distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an ongoing drug-free awareness program to inform employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The grantee's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling rehabilitation and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1.

d. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:

(i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; (Public Law 93-112; 29 U.S.C. § 701 et seq.) or

(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e and f of this section.

4. Other Requirements

a. As applicable, Subrecipients must comply with 24 Code of Federal Regulations part 570.613.


C. Standard of Conduct/Conflict of Interest and Lobbying

Subrecipient agrees to abide by the provisions of 24 Code of Federal Regulations parts 84.42 and 570.611. 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. No member, officer or employee of the Subrecipient or its designee or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter shall have any interest, real or apparent, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program activities assisted under this contract.

By entering into this contract, the Subrecipient certifies:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 Subrecipient shall complete and submit OMB Standard Form-LLL, "Disclosure Form to Report Lobbying," (pursuant to 31 U.S.C. § 1352) in accordance with its instructions, and other federal disclosure forms as requested.
3. The Subrecipient 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 contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States 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.

Additionally, the Subrecipient agrees to comply with the following:

4. The Hatch Act relating to the conduct of political activities (5 U.S.C. § 1501 et seq.)

5. Executive Order 12372, which requires State Clearinghouse review and comment of any HUD project for the planning, construction, reconstruction and/or installation of water or sewer facilities, except that the Subrecipient does not assume the County’s responsibility for intergovernmental review.


7. Subrecipient further agrees to comply with environmental, procurement, construction and other guidelines provided by the County of Ventura, including "County Information Memos to Subrecipients" (CIMS) and/or "County Information Memos to Cooperating Cities" (CIMC).

8. Subrecipient shall obtain any necessary permits and licenses that may be necessary for its performance of this contract.

9. Subrecipient agrees to the following regarding religious activities:
   a. No religious instruction, counseling, worship or services, will be conducted while providing the HUD supported public services.
   b. No religious proselytizing and no other religious influence will be exerted in the provision of the HUD supported public services.
   c. The portion of the facility used to provide the HUD public services shall contain no religious symbols or decorations, other than those permanently affixed to or part of the structure.