



Subrecipient Agreement Between
City of Minot, ND and Minot Commission on Aging
FY24 Health Maintenance & Foot Care Clinic

THIS AGREEMENT ("Agreement") is entered into on August 18th, 2025 by and between the City of Minot, ND, a municipal corporation ("Grantee") and Minot Commission on Aging (MCA) ("Subrecipient") for reimbursement for services provided through its Health Care and Maintenance Program to eligible citizens residing within the City of Minot. Referred to herein individually as "Party" and collectively as "Parties."

I. RECITALS

WHEREAS, Pursuant to 24 CFR 570, the Grantee wishes to engage the Subrecipient to assist in their efforts to increase the community's resilience by providing assistance in reimbursing the thirty dollar (\$30) suggested fee for services provided by MCA's Health Maintenance & Foot Care Clinic program for the months of July 1, 2025, through December 31, 2025, known herein as the Period of Performance. The Grantee will provide up to three-thousand five hundred dollars (\$3,500) of the Grantee's Community Development Block Grant (CDBG) federal award (CDBG funds), pursuant to this Subrecipient Agreement ("Agreement"); and

WHEREAS, the CDBG funds made available for use by the Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the Grantee's Federal award and this Agreement; and

WHEREAS, the Subrecipient has legal authority to enter into this Agreement, and the Subrecipient's governing body has duly adopted this Agreement authorizing the Subrecipient to enter this agreement with the Grantee. By signing this Agreement, the Subrecipient assures the Grantee that it will comply with all the requirements of the subaward described herein; and

NOW, THEREFORE, the Parties, for and in consideration of the sum to be paid by the Grantee, in the manner and at the time provided in this Agreement, and for other covenants and conditions contained in this Agreement, do hereby agree as follows:

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II. GENERAL AWARD INFORMATION:

The subaward from the Grantee to the Subrecipient, which is described below, is for the purpose of carrying out a portion of a Federal award described in Section I of this Agreement, and creates a Federal assistance relationship with the Subrecipient:

Subrecipient Name, which Must Match the Name Associated with its Unique Entity Identifier:	MINOT COMMISSION ON AGING
Subrecipient Unique Entity Identifier:	J931M5NWYGR4
Federal Award Identification Number (FAIN):	B-24-MC-38-0005
Federal Award Date (see the definition of "Federal award date" in 2 C.F.R. § 200.1) of Award to the Recipient by the Federal Agency:	FY 2024
Subaward Period of Performance Start Date:	July 1, 2025
Subaward Period of Performance End Date:	December 31, 2025
Subaward Budget Period Start Date:	July 1, 2024
Subaward Budget Period End Date:	June 30, 2025
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to Subrecipient:	\$3,500
Total Amount of Federal Funds Obligated to Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$3,500
Total Amount of the Federal Award Committed to Subrecipient by the Pass-Through Entity:	\$3,500
Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act ("FFATA"):	Grantee will provide reimbursement for the \$30 suggested fee for services provided by MCA's Health Maintenance & Foot Care Clinic
Name of Federal Awarding Agency:	U.S. Department of the Treasury
Name of Pass-Through Entity:	City of Minot, ND
Contact Information for JURISDICTION NAME's Authorizing Official:	Mark Jantzer, Acting Mayor PO Box 5006 Minot, ND 58702-5006
Contact Information for City of Minot's Project Manager:	NDR Grant Administrator PO Box 5006 Minot, ND 58702-5006
Assistance Listings Number and Title. (City of Minot Must Identify the Dollar Amount Made Available under each Federal Award and the Assistance Listings Number at the Time of Disbursement):	14.218 Community Development Block Grants/Entitlement Grants FY24 - \$331,580
Identification of Whether Subaward is R&D:	Not R&D

III. Federal Program Description

MCA provides a health maintenance and foot care clinic for senior residents within the City of Minot. During appointments, residents are seen by a Registered Nurse (RN). Blood pressure checks, review of medication(s), review of current health issues and foot care are all reviewed during the appointment. In addition to assisting with health maintenance, this program also assists in the identification of any new health issues requiring additional medical attention. The actual cost of the service is ninety-three dollars and twenty-five cents (\$93.25). There is a suggested donation by the client of thirty dollars (\$30.00); however, no client aged sixty (60) or older will be denied service due to their inability or unwillingness to donate to the cost of providing the service.

This activity is considered a Public Service activity and considered an eligible activity according to 24 CFR 570.201 - 570.207. For reporting purposes in the Integrated Disbursement and Information system (IDIS), the matrix code 05A will be used:

05A -Senior Services 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2)

Services for the elderly. 05A may be used for an activity that serves both the elderly and persons with disabilities provided it is intended primarily to serve the elderly. If the activity is intended primarily to serve persons with disabilities, use 05B instead.

During the time frame of July 1, 2025, and ending on December 31, 2025, three thousand five hundred dollars (\$3,500) in CDBG Entitlement dollars will be allocated to offset the suggested donation of thirty dollars (\$30) per visit. Allocated dollars will assist one hundred sixteen (116) senior residents of the City in receiving health maintenance and foot care services. Eligible citizens requesting health maintenance and foot care are asked to fill out a Heath Maintenance form (Exhibit A), which is used to gather information regarding demographic, nutrition, and daily living activities. This data is used for reporting to the ND Department of Health & Human Services – Aging Service section.

This will be a reimbursable program. The Subrecipient will submit a monthly draw request for reimbursement by the tenth (10th) day of each month using the standard Reimbursement Form provided by the Grantee (Exhibit B), which will be reviewed by the Grantee for accuracy. Any incomplete or ineligible requests from the Subrecipient will be returned to the Subrecipient for revision. Once a draw request is approved, the Grantee will disburse the requested dollar amount, not to exceed the maximum provided in this Agreement, subject to draw-down approval and availability from Housing & Urban Development (HUD) and will advise the Subrecipient promptly if there are concerns regarding the Subaward.

1. Subrecipient is an independent entity under this Agreement and Subrecipient employees are not considered City employees for any purpose under the terms of this Agreement.
2. No part of this Agreement shall be construed to grant to Subrecipient any authority to contract for, on behalf of, or incur obligations on behalf of the Grantee.
3. Subrecipient agrees to comply with all applicable federal clauses found in Exhibit C as well as all state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Subrecipient's failure to comply with this section may be deemed a material breach by Subrecipient, entitling the Grantee to immediately terminate this Agreement for cause.

4. Subrecipient agrees to defend, indemnify, and hold harmless the Grantee, its officers, and employees, from and against any and all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused for any reason while performing meals or wheels services pursuant to this Agreement. Subrecipient also agrees to reimburse the Grantee for all costs, expenses, and attorneys' fees incurred if the Grantee prevails in an action against Subrecipient in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.
5. Subrecipient understands that the Grantee must disclose to the public, upon request, any records it receives from Subrecipient. Subrecipient further understand that any records obtained or generated by Subrecipient under this Agreement may, under certain circumstances, be open to the public upon request under the North Dakota public records laws. Subrecipient agrees to contact Grantee promptly upon receiving a request for information under the public records law and, at no additional expense to Grantee, comply with Grantee's instructions on how to respond to the request.
6. Subrecipient agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event Subrecipient's records are audited by a third party, Subrecipient shall provide the Grantee with the results of the audit within thirty (30) days of receipt.
7. Any written notice or other correspondence to be provided by or between the Parties shall be hand delivered or mailed by registered or certified mail to the following addresses:

Grantee: City of Minot

Attn: NDR Grant Administrator
P.O. Box 5006
Minot, ND 58702
Email: clerk@minotnd.gov

Subrecipient: Minot Commission on Aging
Attn: Roger Reich, Executive Director
21 1st Ave. SE
Minot, ND 58701
Email: mcoapsc@srt.com

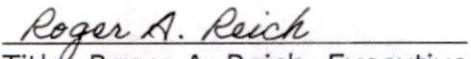
8. The Parties agree this Agreement shall be binding upon and inure to the benefit of their successors and assigns. Any waiver by either Party of a default under this Agreement shall be construed to be a waiver of any subsequent default, and no waiver shall be valid unless reduced to writing and signed by the Parties.
9. If any term or provision of this Agreement or application hereof to any person or circumstance is held to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
10. This Agreement, including any Exhibits, contains the entire agreement between the Parties, and no oral statements or representations not contained in this Agreement shall have any force or effect on the same. This Agreement shall not be modified except in writing executed and agreed to by both Parties. Such amendments shall not invalidate this Agreement nor relieve or release the Grantee or Subrecipient from their obligations under this Agreement.

11. This Agreement may be executed in counterparts and shall be governed by the provisions hereof and by the laws of the State of North Dakota, and any legal action to interpret the same shall be filed in a District Court located in Ward County, North Dakota.

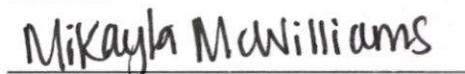
GRANTEE: CITY OF MINOT


Mark Jantzer, Acting Mayor
Date: Aug. 18/2025

SUBRECIPIENT: MCA


Title: Roger A. Reich, Executive Director
Date: _____

Attest:


Mikayla McWilliams, City Clerk
Date: 8/18/2025

Attest:

Title: _____
Date: _____

Attest:


David Lakefield, Finance Director
Date: 8/22/25

Exhibit A
Health Maintenance Form

Health Maintenance	
<p>1. What is the date of the assessment?</p> <p>1.a. What is the client's first name?</p> <p>1.b. What is the client's middle initial?</p> <p>1.c. What is the client's last name?</p> <p>2. What is the client's date of birth?</p> <p>3. Enter the age of the client in years.</p> <p>4. What is the client's gender?</p> <p><input type="checkbox"/> Female</p> <p><input type="checkbox"/> Male</p> <p><input type="checkbox"/> Unknown</p> <p>5. Enter the client's telephone number.</p> <p>6.a. Enter the client's residential street address or Post Office box.</p> <p>6.b. Enter the client's mailing street address or Post Office box.</p> <p>6.c. Enter the client's residential city or town.</p> <p>6.d. Enter the client's mailing state.</p> <p>6.e. Enter the client's mailing ZIP code.</p>	<p>6.f. What county does the client reside in?</p> <p>II. Demographics</p> <p>II.A. Demographics and Indicators (incl. ethnicity, poverty, etc.)</p> <p>1. What is the client's ethnicity?</p> <p><input type="checkbox"/> Hispanic or Latino</p> <p><input type="checkbox"/> Not Hispanic or Latino</p> <p><input type="checkbox"/> Unknown</p> <p>2. What is the client's race?</p> <p><input type="checkbox"/> American Indian/Native Alaskan</p> <p><input type="checkbox"/> Asian</p> <p><input type="checkbox"/> Black/African American</p> <p><input type="checkbox"/> Native Hawaiian/Other Pacific Islander</p> <p><input type="checkbox"/> Non-Hispanic (White, non-Hispanic)</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> White-Hispanic</p> <p>3. Specify the client's primary language.</p> <p><input type="checkbox"/> English</p> <p><input type="checkbox"/> Other</p> <p>4. Does the client live alone?</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Unknown</p> <p>5. Is the client's income level below the national poverty level?</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p> <p>6. Is the client socially isolated?</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p>
FOR MCA USE ONLY:	
Emergency Contact Information	
Name:	
Phone:	

Exhibit B

CDBG Reimbursement Form



CDBG - ENTITLEMENT GRANT DRAW REQUEST

DRAW INFORMATION

Project Name		Recipient Name
Draw Request Prepared By	Telephone Number	Developer TIN
Draw Request Number	Amount Requested \$	Preferred Method of Payment ACH/Wire <input type="checkbox"/> Check <input type="checkbox"/>

REQUEST SUMMARY

1. Support Costs \$	2. Funds Received To-Date \$	3. Funds Requested not received to-date
4. Total Funds Requested To-Date (2 plus 3) \$		5. Funds Available for this Request (1 less 4) \$
6. Amount of this Request \$		7. Balance of Funds Remaining for Future Requests (5 less 6) \$
Description of use of funds from this draw (must provide invoices supporting use of all funds)		

OTHER PROJECT FUNDING BEING DRAWN FROM ALL SOURCES

Funding Source	Total Available	Amount Drawn Down To-Date
	\$	\$
	\$	\$
	\$	\$
	\$	\$

CERTIFICATION OF RECIPIENT

To the best of my knowledge, the information contained in this form is correct and all disbursements are in compliance with Entitlement program requirements.

Name of Recipient	Title of Recipient
Signature	Date

APPROVAL BY CITY OF MINOT

City of Minot Authorized Signature	Date
Additional Authorized Signature	Date



CDBG Reimbursement & Progress Report

Name of Subrecipient (Agency) _____

Beneficiary data date range

Please complete the following table and questions

Do not duplicate data from prior reports. **Service projects** – only report on **new** clients in the table.
Housing projects: only give data for housing units that are completed & occupied in the table below.

Race and Ethnicity	Beneficiaries/Clients served			
	Number of Persons	Number of Households	Number of Persons Hispanic	Number of Households Hispanic
American Indian/Alaska Native				
Asian				
Black/African American				
White				
American Indian/Alaska Native and White Asian and White				
Asian and White				
Black/African American and White				
American Indian/ALASKA Native and Black African/American				
Other				
Total Beneficiaries*				
Income Category of Beneficiaries/Clients served				
Very Low Income				
Low Income				
Moderate Income				
Not low & moderate income				
Total Beneficiaries*				
Household Composition				
Female headed Households				
Elderly Households				
Persons with Disabilities				

**Note: total number of beneficiaries must be the same in both categories.*

Exhibit C
Applicable Federal Requirements

Other Requirements to Comply with Federal Statutes, Regulations, and Terms & Condition of the Federal Award

The CDBG funds available to the Subrecipient through this Agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This Agreement includes terms and conditions of the Grantee's Federal award that are imposed on the Subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

The Subrecipient shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG funds available under this Agreement. These Federal Register notices include, but are not limited to, Federal Register / Vol. 81, No. 109 / Tuesday, June 7, 2016 / Notice and Federal Register / Vol. 82, No. 150 / Monday, August 7, 2017 / Notice. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of Grantee's responsibilities for environmental review, decision-making, and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable federal, state and local laws, regulations, and policies that govern the use of the CDBG funds in complying with its obligations under this Agreement, regardless of whether CDBG funds are made available to the Subrecipient on an advance or reimbursement basis.

A. Duplication of Benefits

The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155) and described in Appropriations Act. The Subrecipient must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the Grantee, which are: Federal Register / Vol. 81, No. 109 / Tuesday, June 7, 2016. The Subrecipient shall carry out the activities under this Agreement in compliance with the Grantee's procedures to prevent duplication of benefits. Subrecipient shall complete a Duplication of Benefit Affidavit and sign a Subrogation Agreement.

B. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

C. Insurance & Bonding

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR §200.325 and §200.310.

D. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The Subrecipient shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200 except as provided in 24 CFR 570.502(a) and (b). These provisions include:

1. Financial & Program Management

The Subrecipient shall expend and account for all CDBG funds received under this Agreement in accordance with the requirements in 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management. Go to <https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf> for the specific requirements.

2. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this Agreement, except for the following:

- a) Depreciation methods for fixed assets shall not be changed without the approval of the Federal cognizant agency;
- b) Fines, penalties, damages, and other settlements are unallowable costs to the CDBG program;
- c) Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses (goods or services for personal use) regardless of whether reported as taxable income to the employees (2 CFR 200.445);
- d) Organization costs (2 CFR 200.455); and
- e) Pre-Award Costs, as limited by this Agreement

E. Documentation and Record Keeping

The Subrecipient shall establish and maintain records sufficient to enable the Grantee to (1) determine whether the Subrecipient has complied with this Agreement, applicable federal statutes and regulations, and the terms and conditions of the Grantee's federal award and (2) satisfy recordkeeping requirements applicable to the Grantee. These records include the records described in Section I of this Agreement, Scope of Service. At a minimum, the Subrecipient shall maintain records required by 24 CFR 570.506 as stated under Recordkeeping in Federal Register / Vol. 81, No. 109 / Tuesday, June 7, 2016 / Notice.

These records include but are not limited to: Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG program regulations; financial records as required by 24 CFR 570.502, and 2

CFR part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this Agreement, any other applicable federal statutes and regulations, and the terms and conditions of Grantee's federal award.

As required by 2 CFR 200.331(a)(5), the Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to meet its audit requirements under the federal award. The U.S. Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Minot, or any of their authorized representatives, must have the right of access to any documents, papers, or other records which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interviewing and discussion related to such documents.

Prior to close-out, further defined in Section F of this Agreement, the Subrecipient must transmit to the Grantee records sufficient for the Grantee to demonstrate that all costs under this Agreement have met the requirements of the federal award. Subrecipient shall retain financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to this Agreement and Subrecipient's subaward for the longer of six (6) years after the expiration or termination of this Agreement, or six (6) years after the submission of the Grantee's annual performance and evaluation report, as prescribed in § 91.520 of this title or in the applicable Federal Register notices governing the use of the funds, in which the specific activity is reported on for the final time.

The preceding requirement is, however, subject to the following exceptions:

1. Records for activities subject to the reversion of assets provisions at 24 CFR § 570.503(b)(7) or change of use provisions at 24 CFR § 570.505 must be maintained for as long as those provisions continue to apply to the activity, otherwise, records for real property and equipment acquired under this Agreement must be retained for three (3) years after final disposition of the assets;
2. Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied;
3. If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
4. When the Subrecipient is notified in writing by HUD, the cognizant agency for audit as defined in 2 CFR 200.18, the oversight agency for audit as defined in 2 CFR 200.73, the cognizant agency for indirect costs as defined in 2 CFR 200.19, or the Grantee, the Subrecipient shall extend the retention period consistent with the notification;
5. When records are transferred to or maintained by HUD or the Grantee, the three (3)-year retention requirement is not applicable to the Subrecipient;
6. The retention period for the records pertaining to the earning of the program income (as defined in this Agreement) starts from the end of the Grantee's fiscal year in which the program income is earned.

The Subrecipient must comply with 2 CFR § 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information HUD or the Grantee designates as sensitive or the Subrecipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

F. Program Close-out

Program Close-out is the process by which the Grantee determines that all applicable actions and all required work on the project including audits and resolution of any audit findings have been completed. Findings from the Grantee's monitoring visits must be cleared up prior to close-out. The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed.

The Subrecipient shall close-out its use of the CDBG funds and its obligations under this Agreement by complying with the close-out procedures in 2 CFR § 200.343. Activities during this close-out period may 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 terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the Grantee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

G. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM.gov in accordance with 2 CFR part 25, Appendix A, and must have a Data Universal Numbering System (DUNS) number. The Grantee Subrecipient must also comply with the provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation.

Information.

H. Nondiscrimination

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of Section 109 of Title I of the Housing and Community Development Act of 1974 (HCDA) (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground 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 federal financial assistance.

The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded as a whole or in part with Community Development Block Grant-Disaster Relief (CDBG-DR) funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146.

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain federal and federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR part 40 for residential structures, and Appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended [if the Grantee is subject to 24 CFR part 570, subpart K, insert: "and 24 CFR 570.601 and 570.602". No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceedings arising thereunder.

As a condition to the approval of this Agreement and the extension of any federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements outlined in this Agreement.

If the federal financial assistance under this Agreement is to provide for is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-NDR funds and provided to the Subrecipient under this Agreement, the instrument affecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

Affirmative Action - The Subrecipient agrees that it shall carry out pursuant to the Grantee's specifications an

Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implement regulations at 42 CFR chapter 60. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall provide a copy of their plan for an Affirmative Action Program for approval prior to the release of funds under this Agreement.

1. Women- and Minority-Owned Businesses (W/MBE): The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, when the Subrecipient procures property or services under this Agreement.

2. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative (this sentence doesn't appear to be complete)

I. Section 3 of the Housing and Urban Development Act of 1968

The Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and its implementing regulations at 24 CFR part 135. The Subrecipient shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

J. Conduct

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

In the procurement of supplies, equipment, construction, and services pursuant to this Agreement, the Subrecipient shall comply with the conflict-of-interest provisions in 2 CFR 200.317 and 200.318. In all cases not governed by 2 CFR 200.317 and 200.318, the Subrecipient shall comply with the conflict-of-interest provisions in 24 CFR 570.611.

The Subrecipient certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
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 Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. 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 required 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.

K. Religious Activities

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

L. Environmental Conditions

The Subrecipient shall not obligate nor expend funds for any choice-limiting Project activity under this Agreement until notified, in writing from the Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(s) and that a HUD-approved Request for Release of Funds and certification has been issued. The Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide the Grantee with timely and accurate Project information as the Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. In the event that there is a proposed change in the location or scope of a Project activity, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining the Grantee's prior written approval. Any such Grantee approval shall be subject to the Grantee's sole determination as to whether or not the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the Project activity.

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCDA for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of federal funds for this Agreement.

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

1. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder:
 - a. Lead-Based Paint - The Subrecipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this Agreement.
 - b. Release of Funds (ROF) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are made available. The responsibility for certifying the appropriate ERR and ROF shall rest with the Grantee. It is the responsibility of the Subrecipient to notify the Grantee and to refrain from making any commitments and expenditures on the project until an ROF has been issued by the Grantee.