

**City of Boise**  
**Housing and Community Development**  
**Community Development Block Grant Contract**  
**Subrecipient Agreement (The Women’s and Children’s Alliance)**

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**EXHIBIT A**  
CFDA 14-218  
B-19-MC-16-0001  
**AGREEMENT BETWEEN THE CITY OF BOISE CITY**  
**AND**  
**WOMEN’S AND CHILDREN’S ALLIANCE**  
**FOR**  
**COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

**This Agreement** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the city of **Boise City**, a municipal corporation formed and existing pursuant to Title 50, Idaho Code (“City” or “Grantee”) and **Women’s and Children’s Alliance**, an Idaho non-profit corporation (“Subrecipient”). City and Subrecipient may be referred to herein as the “parties” or a “party” as the case may be.

**RECITALS**

**WHEREAS**, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (“Act”); and

**WHEREAS**, the City is the direct recipient of the U.S. Department of Housing and Urban Development (HUD) and acts as a financing disbursement conduit between HUD and service providers to implement programs, including, but not limited to funds associated with Community Development Block Grants (“CDBG”), consistent with the requirements of 24 CFR Part 570 and 2 CFR Part 200, which implement requirements of the Act and/or HUD for CDBG programs, which requirements Subrecipient agrees to comply with and all of which are hereby incorporated as part of this Agreement; and

**WHEREAS**, the City wishes to engage the Subrecipient by way of this Agreement to assist the City in utilizing such funds and the CDBG program in a manner compliant with all applicable Act, HUD, City, and all other federal, state and municipal laws, statutes, regulations and/or requirements.

**AGREEMENT**

**NOW, THEREFORE**, for valuable consideration, including the recitals above which are hereby incorporated below, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICE**

**A. Eligible Activities**

The Subrecipient will be responsible for administering a CDBG program through an activity, known as Services for Battered and Abused Spouses (05G), as defined herein, in a manner satisfactory to the City and consistent with any standards required as a condition of providing the funds. Such

programs will include the following activities eligible under the CDBG program as defined by 24 CFR 570.208(a)(2).

**Program Description**

The Subrecipient will assist **153** non-duplicated low to moderate income women and children residing within the City of Boise City, Idaho with case management services (which also may be referred to herein as the “CDGB Program”, “Program”, “program” and/or “Project” or “project”).

**Activities**

The Subrecipient will provide the following activities to eligible Clients (as defined in I(V)A below) services related to “Striving for Self-Sufficiency.” Case Managers employed by the Subrecipient will deliver weekly sessions.

**General Administration**

Community Development Block Grant funds will be used to reimburse salaries of case managers.

**Administrative Office Location**

The primary administrative office is located at Women’s and Children’s Alliance, 720 W. Washington Street, Boise, Idaho 83702. In addition, the Subrecipient will utilize Serena’s House, 4477 Willow Lane, Boise, Idaho 83703 and Laura's Home, 4481 Willow Lane, Boise, Idaho.

**B. Performance Measurement**

The Program’s effectiveness will be measured by:

- \* Applicant/Beneficiary Data Report (Example: Attachment 5; ZoomGrants “Reporting”); and
- \* Reimbursement Request (ZoomGrants “Financial”).

**C. National Objectives**

The Subrecipient certifies, represents and warrants that the Program will meet one or more of the CDBG program’s national objectives: 1) benefit low/moderate income persons; 2) aid in the prevention or elimination of slums or blight; or 3) meet community development needs having a particular urgency as defined in 24 CFR Part 570.208 (“National Objectives”).

**D. Staffing**

The Subrecipient agrees to provide the City with a staff list with names, job titles and descriptions prior to the Subrecipient’s initial reimbursement request.

**E. Project Schedule**

The Subrecipient shall submit a signed, dated, and detailed Project Schedule (Attachment 1). The Project Schedule must indicate the start and end dates for different project elements. The Project Schedule shall be submitted as a

companion document with this Agreement. A revised Project Schedule shall be submitted when delays of thirty (30) days or more are anticipated or experienced.

F. **Compliance / Performance Monitoring**

The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a specified period of time after notification by the City, Agreement suspension or termination procedures may be initiated at the discretion of the City.

(i.) The Subrecipient will be allowed no more than three non-compliance performance standards throughout the contract. Non-compliance includes, but is not limited to: missing a deadline, providing inaccurate monthly data, and/or not providing correct supporting documentation. The first occurrence will result in a warning; the second a formal letter; and the third will result in a formal letter notifying that the Subrecipient is not eligible to request funding for the following grant cycle.

(ii.) Should the Subrecipient receive two or fewer warnings, it may receive recommendation for on-going funding in the following grant cycle.

(iii.) The Grantee may share Subrecipient performance and monitoring results with other local grantees who are providing funding to the Subrecipient.

**II. TIME OF PERFORMANCE/AGREEMENT TERM**

Services of Subrecipient shall start on **October 1, 2019** and shall be completed by **September 30, 2020**. The terms and conditions of this Agreement shall be automatically extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including Program Income [if applicable, defined in VII(C)(2)] solely for the purposes of close out under VII(B)(6), and shall immediately expire upon completion of close out.

**III. BUDGET AND PAYMENTS**

The budget shall be in the amount and format as approved by the City in the Budget Summary (Attachment 2), not to exceed the total amount as stated below. Upon approval by the City, the budget shall be incorporated herein by this reference. In the event the City requires more information prior to approval of the budget, the Subrecipient shall provide such supplementary budget information in a timely manner in the form and content prescribed by the City. Any indirect costs charged must be consistent with the conditions of VII(C)(3) of this Agreement. The Budget Summary may be amended as provided for amendments to this Agreement in VI(G).

It is expressly agreed and understood that the maximum amount available for reimbursement by the City to the Subrecipient under this Agreement shall not exceed **Eighty Thousand and 00/100 Dollars (\$80,000.00)**. The effectiveness of this Agreement is conditioned upon the following: City receiving its CDBG entitlement from HUD, City approval of this Agreement and Budget Summary, any necessary environmental clearances, Subrecipient's presentation of acceptable insurance certificates, and initial certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR part 200. If the above initial conditions are not met, this Agreement shall be considered null and void and of no force or effect for either party.

Eligible expenses incurred will be reimbursed for activities performed on or after **October 1, 2019**, and after a Notice to Proceed has been issued by the City. Drawdowns for the payment of eligible expenses and general administration shall be made against the Budget Summary and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR part 200, as determined by the City from time to time.

Notwithstanding anything to the contrary in this Agreement, the City has the right to decline any individual reimbursement payment request by Subrecipient under this Agreement if such payment is not approved by the City Council, if Subrecipient materially fails to meet its Agreement requirements as determined by the City in its sole discretion, and/or this Agreement is otherwise terminated.

#### **IV. NOTICES**

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

**City:** AnaMarie Guiles, HCD Division Manager  
City of Boise - Housing and Community Development  
150 N. Capitol Boulevard  
Boise, Idaho 83702  
(208) 570-6839  
[aguiles@cityofboise.org](mailto:aguiles@cityofboise.org)

Rhiannon Avery, Grants and Programs Manager  
City of Boise – Housing and Community Development  
150 N. Capitol Boulevard  
Boise, Idaho 83702  
(208) 570-6832  
[ravery@cityofboise.org](mailto:ravery@cityofboise.org)

**Subrecipient:**

Bea Black, Executive Director  
Women's and Children's Alliance  
720 W. Washington  
Boise, Idaho 83702  
(208) 343-3688  
[bblack@wcaboise.org](mailto:bblack@wcaboise.org)

Bev La Chance, Deputy Director  
Women's and Children's Alliance  
720 W. Washington  
Boise, Idaho 83702  
(208) 343-3688  
[blachance@wcaboise.org](mailto:blachance@wcaboise.org)

**V. SPECIAL CONDITIONS**

- A. Persons who are eligible to receive funds pursuant to this Agreement and the CDBG program must meet the following requirements: reside within the City of Boise, Idaho and meet the income guidelines in Attachment 3 (as updated) ("Client"). If a person does not meet the above requirements, the Subrecipient must deem the person ineligible, no longer a Client, and must immediately suspend use of federal funds for the Client.
- B. The Subrecipient shall ensure compliance with all applicable Fair Housing Laws, Section 504 of the Rehabilitation Act, and Americans with Disabilities Act requirements as set forth on Attachment 4.
- C. The City reserves the right to make unannounced agency visits in order to verify compliance with all program requirements.
- D. The Subrecipient may utilize Attachment 6 to determine annual household income of the Client based on CDBG criteria.
- E. The Subrecipient will review and confirm the comprehensive Affirmative Marketing list compiled by the City no later than December 31, 2019 to ensure that there are no entities missing.

**VI. GENERAL CONDITIONS**

- A. **General Compliance**  
The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the Subrecipient does not assume the City's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of

24 CFR Part 52. The Subrecipient shall abide by all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. **Independent Contractor**

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement.

Accordingly, it is the Subrecipient's obligation to pay all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance for its services performed under this Agreement.

C. **Hold Harmless**

The Subrecipient shall indemnify, defend, protect, save and hold harmless the City, including all officials and employees, from any and all losses, allegations, claims, actions, suits, charges, costs, fees and judgments whatsoever that arise out of the Subrecipient's performance or non-performance directly or indirectly related to the services or subject matter in this Agreement, including, but not limited to, Subrecipient's, or Subrecipient's subcontractors', failure to comply with any requirements of the Act, HUD, City and/or other applicable federal, state and/or municipal laws, statutes, regulations and/or requirements.

D. **Worker's Compensation**

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

E. **Insurance and Bonding**

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to all reimbursement from the City.

The Subrecipient shall comply with the bonding requirements of 2 CFR 200.325.

The Subrecipient shall maintain and specifically agrees that it will maintain, commencing upon execution of the agreement and continuing thereafter throughout the term of this agreement, liability insurance, in which the City shall be named as an additional insured in the minimum amount specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code.

The limits of insurance shall not be deemed a limitation of the duty to indemnify the City stated above.

F. **Grantee Recognition**

The Subrecipient shall ensure recognition of the role of the City in providing services through this Agreement in part by providing an affirmative marketing plan as described in IX(B)(2) below. 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. **Amendments**

The City and the Subrecipient may amend this Agreement (including Attachments) at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly-authorized representative of both organizations, and approved by the City's governing body, unless the City determines in its discretion that approval of the amendment by the City's governing body is not necessary. Amendments shall not invalidate this agreement, nor relieve or release the City or the Subrecipient from its obligations under this Agreement.

Additionally, the City may, in its discretion, unilaterally amend this Agreement (including Attachments) to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons; provided that, if such amendments result in a change in the funding, the scope of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Subrecipient.

H. **Default; Suspension or Termination**

In accordance with 2 CFR 200, subpart d, the City may suspend or terminate this Agreement, or exercise any other remedies stated therein, if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with the Act or any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or



4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, subpart d, this Agreement may also be terminated by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination; the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

Subrecipient will be reimbursed by the City for the Program activities conducted through the effective date of the termination, unless the Program activities were in default of this Agreement. If this Agreement is terminated, Subrecipient will immediately undertake the required close out procedures described herein.

In the event of any termination of this Agreement, at the City's option, Subrecipient will provide all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports of other materials prepared by the Subrecipient under this Agreement within a reasonable period of time after the City's request. This obligation shall survive the expiration and/or earlier termination of this Agreement.

Subrecipient shall be considered in default under this Agreement if it fails to materially comply with any terms, conditions, representations, and/or warranties in this Agreement. In addition to the termination of this Agreement, or the suspension of payments until such default is cured, the City shall have all rights and remedies against Subrecipient for such default under applicable law, including, but not limited to, those remedies described in 24 CFR 200, subpart d, Subrecipient's return of any and all CDBG funds to the City, payment of any and all penalties, costs and expenses related to the Act and/or HUD enforcement, specific performance, and/or any and all damages caused by Subrecipient's failure to comply with this Agreement.

**I. Use and Reversion of Assets**

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.310-316 and 24 CFR 570.502, 570.503, and 570.504, and 570.505 as applicable, which include but are not limited to the following:

1. Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. 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) under this Agreement in excess of \$25,000.00 (Twenty-five Thousand Dollars and 00/100) shall be used to meet one of the National Objectives in 24 CFR Part 570.208 until five (5) years after expiration of the Agreement or for such longer period of time as determined to be appropriate by the City. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a National Objective for the prescribed period of time, the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period or such longer period of time as the City deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

## **VII. ADMINISTRATIVE REQUIREMENTS**

### **A. Applicability of OMB Circulars**

#### **1. Accounting Standards**

The Subrecipient shall comply with 2 CFR 200, subpart d, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2. Cost Principles**

The Subrecipient shall administer its program in conformance with 2 CFR 200, subpart e. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **B. Documentation and Recordkeeping**

#### **1. Records to be Maintained**

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506 and any other regulations that

are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities, see Attachment 5;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records and uniform administrative requirements as required by 24 CFR 570.502 and 2 CFR 200.
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. **Retention**

The Subrecipient shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after the conclusion or termination of all activities funded under this Agreement.

Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the five (5) year period, whichever occurs later.

This Section shall survive the expiration or earlier termination of this Agreement.

3. **Applicant/Beneficiary Data**

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to income level or other basis for determining eligibility, and description of service provided. Such information shall be made available for review upon the City's request. Data related to disability status is addressed in Attachment 5.

4. **Disclosures**

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by the Right to Financial Privacy Act of 1978 (12 U.S.C. Chapter 35) unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. **Property Records**

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the changes in use restrictions specified in 24 CFR 570.503(b)(7) as applicable.

6. **Close-Outs**

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed, and the term of this Agreement shall be extended for such period until completion. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances, and accounts receivable to the City), and determining the custodianship of records.

7. **Audits & Inspections**

All the records with respect to any matters covered by this Agreement shall be made available to the City, HUD, their designees or the federal government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. This obligation shall survive the expiration or earlier termination of this Agreement.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning the Subrecipient audits and as applicable, 2 CFR 200, subpart f. Agency

audits are to be submitted to the City within thirty (30) days of completion.

C. **Reimbursement Procedures and Reporting**

1. **Reimbursement**

The City will reimburse the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with this Agreement, the approved budget summary, the eligibility of costs, and City policy concerning reimbursements. Approval of reimbursement requests will also be contingent upon certification of the Subrecipient's financial management system in accordance with 2 CFR 200, subpart d.

Reimbursement requests shall be submitted in the format found in the *Financial Section* of ZoomGrants. Requests shall be accompanied by supporting documentation providing evidence of Subrecipient expenditures. Supporting documentation shall include but not be limited to time sheets signed and dated by both the employee(s) and the supervisor. The employee's job title shall also be reflected on the time sheet. If in the event personnel costs are not being paid entirely with CDBG funds from the City, the time sheet shall reflect the appropriate hours and the funding source(s) for non-CDBG hours. A sample time sheet shall be submitted to the City for approval prior to processing reimbursement requests for salaries. Solicitation of funds and/or any type of fundraising by an employee is not an eligible activity for reimbursement with CDBG funds.

If Subrecipient is requesting reimbursement for personnel costs, the City will process requests when supported by job descriptions and the name of employees identified in writing to the City. If in the event the Subrecipient experiences a staff change in a program supported by the City's CDBG funds, the Subrecipient agrees to provide an amended budget summary (or personnel summary if wages are the same) identifying the change of personnel.

Requests for reimbursement of rental or mortgage assistance shall be accompanied by an invoice, copy of check paid to the landlord or mortgage company and a copy of the lease or deed.

The amount of each reimbursement request must be limited to eligible costs incurred where the Subrecipient has provided documentation acceptable to the City. The Subrecipient may amend the budget by submitting a revised budget summary to the City for approval in the format described in Attachment 2. The City will not process

reimbursement requests unless expenses are consistent with the approved Budget Summary.

The Subrecipient agrees to submit all reimbursement requests within fifteen (15) calendar days from the close of each month of the program year except for the final reimbursement request and to forfeit reimbursement for any costs not requested within this timeframe unless otherwise authorized by City.

The Subrecipient agrees to submit its final reimbursement request no later than twenty (20) days from the close of the program year.

2. **Program Income**

The Subrecipient shall report monthly all Program Income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement.

The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitation, the Subrecipient may use such income during the Agreement term only for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such Program Income balances on hand.

All unused Program Income shall be returned to the City at the end of the Agreement term. Any interest earned on cash advances from the U.S. Treasury is not Program Income and shall be remitted promptly to the City.

3. **Indirect Costs**

If indirect costs are charged, the Subrecipient will submit to the City for approval an indirect cost allocation plan within thirty (30) days from the execution of this Agreement. The allocation plan must have been reviewed and approved by the Subrecipient's cognizant federal agency as defined by 2 CFR 200, subpart e, whichever is applicable, and must be current within twelve (12) months from the effective date of this Agreement.

4. **Progress Reports**

The Subrecipient agrees to provide monthly Applicant/Beneficiary Data (Example: Attachment 5) and Biannual Success Stories. Both are done within reporting perimeters as defined in ZoomGrants.

5. **Narrative Reporting**

The Subrecipient agrees to submit the following:

- a) Biannual report due by April 15, 2020. Refer to ZoomGrants “Reporting” for directions.
- b) Annual narrative report within twenty (20) calendar days of the close of the Program year. Refer to ZoomGrants “Reporting” for directions.
- c) Submit final reimbursement by October 10, 2020.

D. **Procurement**

1. **Compliance**

The Subrecipient shall comply with current federal, state, and local City requirements concerning the purchase of equipment and real property and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All Program assets (including but not limited to unexpended Program Income, property, and equipment) shall revert to the City upon termination of this Agreement, except as may be otherwise provided above in VI(I).

2. **OMB Standards**

The Subrecipient shall procure all materials in accordance with the requirements of 2 CFR 200, subpart d; Procurement Standards and Property Management Standards as modified by 24 CFR 570.503(b)(7) covering utilization and disposal of property. The following provisions shall also be applied to subcontracts.

(a) Contracts in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate;

(b) All Agreements in excess of the small purchase threshold shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be affected and the basis for settlement. In addition, such Agreements shall describe conditions under which the Agreement may be terminated for default as well as conditions where the Agreement may be terminated because of circumstances beyond the control of the contractor, including automatic termination of the Agreement upon expiration and/or termination of this Agreement between the City and Subrecipient.

(c) Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and

payment bonds unless the construction contract or subcontract exceeds \$100,000. For those contracts or subcontracts exceeding \$100,000, HUD may accept the bonding policy and requirements of the recipient, provided HUD has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

(4) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, “Surety Companies Doing Business with the United States.”

(5) All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

(6) All contracts, including small purchases, awarded by recipients and their contractors shall contain the procurement provisions of Appendix A to this rule, as applicable. Appendix A is included as Attachment 7 to this Agreement.

(7) All contracts shall state that they are subject to the terms and conditions of this Agreement, that the subcontractor has received a



copy of this Agreement, and that in the event of a conflict, the terms and conditions of this Agreement shall control.

3. **Travel**

The Subrecipient shall obtain written approval from the City for any travel outside the Boise Metropolitan Statistical Area (MSA) with funds provided under this Agreement.

**VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under sections 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies. (The City may preempt the optional policies.)

The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

**IX. PERSONNEL & PARTICIPANT CONDITIONS**

A. **Civil Rights**

1. **Compliance**

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1974, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Executive Order 11375 and 12086.

2. **Non-Discrimination**

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, gender, gender identity/expression, sexual orientation, disability or other handicap, age, marital status or status with regard to public assistance.

3. **Land Covenants**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined in the sale, lease, or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. **Section 504**

The Subrecipient agrees to comply with federal regulations pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 706), which prohibits discrimination against the handicapped in any federally-assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement. *Attachment 7 provides the process for filing a grievance if a client feels that they have been discriminated against.*

B. **Affirmative Action and Marketing Plans**

The Subrecipient will review and confirm the comprehensive Affirmative Marketing list compiled by the City no later than December 31, 2019 to ensure that there are no entities missing.

1. **Affirmative Action Plan – (Employment)**

If applicable, the Subrecipient agrees that it shall develop and carry out an affirmative action plan consistent with the principles as provided in President’s Executive Order 11246 as amended.

- a. Contracts and subcontracts not exceeding \$10,000.00 are exempt from this clause.
- b. Supply and service (non-construction) contracts with fifty (50) or more employees and contracts of \$50,000.00 or more are required to submit an affirmative action plan.
- c. Contractors and subcontractors which hold any federal or federally-assisted construction contract in excess of \$10,000.00 are required to submit an affirmative action plan.

2. **Affirmative Marketing Plan – (Services and Housing)**

The Subrecipient will review and confirm the comprehensive Affirmative Marketing list compiled by the City no later than December 31, 2019 to ensure that there are no entities missing. Affirmative marketing plans are developed in order to further the non-discrimination and equal opportunity objectives of Title VIII of the Civil Rights Act of 1968 and Executive Order 11063. The affirmative marketing plan is subject to the approval of the City. The affirmative marketing plan shall identify specific groups that are least likely to apply for housing and/or services (i.e. race, color, national origin, age, religion, gender, disability or other handicap, or familial status), and must include strategies to inform these groups of the housing or program opportunities offered by the Subrecipient.

The affirmative marketing plan may include the following elements:

- Advertising and press releases to the local media (newspapers of general circulation, radio, television, etc.).
- Brochures and leaflets placed in City of Boise's Division of Housing and Community Development, the offices of the Boise City-Ada County Housing Authority, employment centers, other agencies serving low- and moderate-income persons, websites publication, 2-1-1 Care Line, and on-site signage.
- Identification of groups least likely to apply.
- Special outreach to groups least likely to apply may be accomplished through activities like:
  - Offering publications and messages in languages other than English.
  - Placing announcements in minority, ethnic, women's, disability, neighborhood, special interest, family, community-based, faith-based, social service entities, housing counseling agencies, or school newspapers and brochures.
  - Distributing outreach materials at events sponsored by these organizations.
  - Making presentations to these groups and/or obtaining outreach support from them.
  - Accessing minority community organizations or those organizations primarily serving or advocating for minorities, minority faith-based groups, and/or the disabled, etc.
- In addition, providers of housing (five (5) or more units):
  - Must use the equal housing logo on written communications and marketing material:  
<http://www.hud.gov/library/bookshelf15/hudgraphics/fheo/logo.cfm>.

- May visit tenants and owners in buildings selected for rehabilitation and posting signs marketing the program in each project site.
- May seek the cooperation of the Boise City-Ada County Housing Authority to notify those on the waiting list of upcoming unit availability.
- May utilize HUD Form 935.2, Affirmative Fair Housing Marketing Plan, as a guide to organizing and documenting the affirmative marketing plan (<http://www.hud.gov/offices/adm/hudclips/forms>).

The City will work with all subrecipients to create one coordinated Affirmative Marketing Plan which may be found at CATCH – Our Path Home. Subrecipients will work to collaborate and cross-promote all agencies.

3. **Women/Minority Business Enterprises/Labor Surplus Firms**

The Subrecipient and its subcontractors (if applicable) will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

The Subrecipient shall utilize the Idaho Department of Transportations Disadvantaged Business Enterprises (DBE) information to put forth efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. The Subrecipient may rely on written representations by the City regarding their status as minority or female business enterprises in lieu of an independent investigation. For detailed information on DBE, visit: <http://itd.idaho.gov/civil/overview.htm>.

4. **Access to Records**

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

5. **Notifications**

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

6. **Equal Employment Opportunity (EEO)/Affirmative Action (AA) Statement**

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

7. **Subcontract Provisions**

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

C. **Employment Restrictions**

1. **Prohibited Activity**

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian, or religious activities; or lobbying, political patronage, and nepotism activities.

2. **Labor Standards**

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act (40USC 276a-276a-5; 40 USC 327 and 40 USC 276(c) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with the hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 (Two Thousand Dollars and 00/100) for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. **Section 3 Clause**

a. **Compliance**

If applicable, compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and order issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the City, the Subrecipient and any of Subrecipient’s subrecipients.

Failure to fulfill these requirements shall subject the City, Subrecipient, and any of the Subrecipient’s, subrecipients and subcontractors, their successors and assigns, to those sanctions specified by this Agreement, the Act, HUD and/or any federal, state or municipal laws, statutes or requirements through which federal assistance is provided.

Subrecipient also agrees to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC. 170 Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very-low income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low- income persons residing in the metropolitan area in which the project is located.”

The Subrecipient certifies and agrees, if applicable, that:

- 1) No contractual or other disability exist which would prevent compliance with the requirements.
- 2) Opportunities for training and employment arising in connection with housing rehabilitation are provided to low- and very-low income person residing within the metropolitan area in which the CDBG-funded project is located (including reduction and abatement of lead-based paint hazards, housing construction, or other public construction projects).
- 3) Where feasible, priority shall be given to low- and very-low income persons within the service area of the project or the neighborhood in which the project is located, and to low-, and very-low income participants in other HUD programs.
- 4) Where feasible, CDBG contract award priority for work undertaken in connection with a housing rehabilitation-- - shall be given to business concerns that provide economic opportunities for low-, and very-low income persons residing within the metropolitan area in which the CDBG-funded project is located; (including activities in the reduction and abatement of lead-based paint hazards, housing construction, or other public construction project(s)).
- 5) Where feasible, priority shall be given to business concerns which provide economic opportunities to low- and very-low income residents within the service area of the neighborhood in which the project is located, and to low-, and very-low income participants.

b. **Notifications**

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

c. **Subcontracts**

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

D. **Conduct**

1. **Assignability**

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

2. **Subcontracts**

a. **Approvals**

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

b. **Monitoring**

The Subrecipient is responsible for the performance of subcontractors, and will monitor all subcontracted services on a regular basis to assure contract



compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of non-compliance if applicable.

c. **Content**

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

d. **Selection Process**

The Subrecipient shall ensure that all subcontracts entered into during the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all Subagreements shall be provided to the City along with documentation concerning the selection process.

3. **Hatch Act**

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

4. **Conflict of Interest**

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611, state law, and City Code and policy with respect to conflicts of interest.

a) Applicability. 1) In the procurement of supplies, equipment, construction, and services by recipients and by Subrecipients, the conflict of interest provisions in 2 CFR 200, subpart b (200.112), respectively, shall apply. 2) In all cases not governed by 2 CFR 200, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its Subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 570.203, 570.204, 570.455, or 570.703(i)).

b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate families ties, during their tenure or for one (1) year thereafter.

c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of Subrecipients that are receiving funds under this part.

5. **Lobbying**

The Subrecipient hereby certifies that:

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

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

6. **Lobbying Certification – Paragraph (d)**

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 pre-requisite for making or entering into this transaction imposed by 31 USC, Section 1352, “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions”. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

7. **Copyright**

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

8. **Religious Organizations**

Subrecipients funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing, or as otherwise described in 24 CFR 570.200(j) as part of the programs or services funded under this part. If a Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

A faith-based Subrecipient organization that participates in the CDBG program will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, including but not limited to those as described above.

Faith-based organizations may use space in their facilities to provide CDBG-funded services without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

## **X. ENVIRONMENTAL CONDITIONS**

No funds will be released until an environmental assessment is conducted and there is a determination of "No Significant Impact" in compliance with 24 CFR 58 and other federal, state, and local laws and regulations. If applicable, the City will issue a Notice to Proceed once the environmental review is completed and is accepted by the City and/or HUD.

### **A. Lead-Based Paint**

The Subrecipient agrees to 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 part 35, subparts A, B, J, K, and R of this part apply to activities under CDBG. 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 explain 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 Subrecipient children under seven (7) years of age. The notice should also explain that if lead-based paint is found on the property, abatement measures may be undertaken.

## **XI. APPLICABLE LAW**

This Agreement shall be governed in all respects by the laws of the State of Idaho. In the event of any loss, allegation, dispute, claim, action, suit and/or judgment, directly or indirectly related to this Agreement, from any persons or entities, including but not limited to, HUD, Clients and/or subcontractors, the prevailing party in the resolution of such loss, allegation, dispute, claim, action, suit and/or judgment, shall be entitled to collect attorneys' fees and costs related to the same, including, but not limited to, fees and costs incurred on appeal. All Attachments attached hereto are incorporated herein and made a part hereof. This Agreement does not create any third-party beneficiary rights or obligations with respect to any Clients in the Program.

## **XII. SEVERABILITY**

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

*This page left intentionally blank,  
Signatures on the next page.*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF BOISE**

APPROVED BY:

\_\_\_\_\_  
David H. Bieter, Mayor      Date

ATTEST:

\_\_\_\_\_  
Lynda Lowry, City Clerk      Date

**SUBRECIPIENT**

**WOMEN'S AND CHILDREN'S ALLIANCE, an Idaho non-profit corporation.**

By: Beatrice Black

BEATRICE BLACK      11-1-2019  
Print Name                      Date

**AGREEMENT AMOUNT NOT TO EXCEED: \$80,000.00**

**APPROVED AS TO FORM AND CONTENT**

AnaMarie Guiles, HCD Manager      11/12/2019  
Date

\_\_\_\_\_  
Elizabeth Koeckeritz, Legal Department  
Date

\_\_\_\_\_  
Corey Pence, Risk Management      Date

## ATTACHMENT 1

City of Boise

Division of Housing and Community Development

### **PROJECT SCHEDULE**

[ Note: For more complicated projects such as the construction of a new facility, there would be numerous activities. The Project Schedule would be considerably expanded.]

<b>PROJECT SCHEDULE</b>		
<b>Project Title:</b>		
<b>Project Period</b>	<b>From: October 1, 2019</b>	<b>To: September 30, 2020</b>
<b>Project Element</b>	<b>Beginning Date</b>	<b>Ending Date</b>
Submit Policies and Procedures for Program		
Submit Insurance Certificate		
Complete and file Section 504 Self-Assessment and Transition Plan		
Affirmative marketing list of agencies presented to in previous program year		
Project Personnel Submitted		
Personnel Wages Submitted		
Signature Card Submitted		
Submit monthly Progress Reports, Reimbursement Requests, and Applicant/Beneficiary Data Reports,		
Final Reimbursement Request, Final Applicant/Beneficiary Report, and Performance Measurement report		
	<u>Guidance:</u> Submit within <u>15</u> days from the close of the program year. Must be accompanied by Applicant/Beneficiary Data Report.	
Annual Report (narrative)		
	<u>Guidance:</u> Submit within <u>20</u> days of the end of program year. This report is a narrative summary of the project, its successes, challenges, or failures, and the number of persons, households or families served. See Attachment 1 – Performance Measurement Report – Part II.	
Audit and Management Letter		
	<u>Guidance:</u> For all subrecipients receiving a total of \$750,000 or more of federal assistance, an audit performed in accordance with 2 CFR 200 is required. For all other subrecipients, an audit is required and it must be presented to the City within 30 days of its receipt by the subrecipient. The auditor's Management Letter must accompany the audit. Within 30 days of the presentation of the audit, the subrecipient must explain actions it has taken to address any audit findings or concerns. Disallowed costs must be reimbursed from non-CDBG or non-federal funds.	



## ATTACHMENT 2

City of Boise

Division of Housing and Community Development

### **BUDGET SUMMARY FORM**

#### **INSTRUCTIONS FOR COMPLETING BUDGET SUMMARY FORM**

*The form for completion follows the instructions.*

Enter all identifying information including; project number, year funded, name, and address.

I. BUDGET LINE ITEMS

A. PERSONNEL SERVICES:

- Item 1 - Enter number of employees who have the same job title (attach a list of employee names that have the same job title).
- Item 2 - Enter Title (i.e., clerk typist).
- Item 3 - Total salary for all positions with the same job title.
- Item 4 - The portion of column 3 which is directly chargeable to the CDBG Program.
- Item 5 - Subtotal of columns 3 and 4.
- Item 6 - Any anticipated extra help and/or overtime.
- Item 7 - Fringe benefits, either as a percentage of salaries or actual dollar amount.
- Item 8 - Total of items 5-7 for columns 3 and 4.

B. MATERIALS AND SERVICES: Break cost down to the appropriate line item. Below is a general description of those items.

- Item 9 - Office Supplies: These are items such as paper, pencils, ledgers, and similar items.
- Item 10 - Operating Supplies: Supplies which are used in the operation of the project: paint, hand tools, limited building supplies.
- Item 11 - Communications: Telephone, radio, and related charges. This could include data processing line charges.
- Item 12 - Travel and Training: This includes costs of travel, training, private auto mileage and miscellaneous travel expenses.
- Item 13 - Legal and Public Notices: Cost incurred for notices in newspapers and related media.
- Item 14 - Professional Services: This category includes purchased services. While certain insurance fees related to acquisition, construction, and rehabilitation are

allowed, all others are not. O & M costs are now allowable.

Item 15 - Construction Contracts: Construction includes new and major remodeling, land preparation and demolition.

Item 16 - Other: This category includes those costs not otherwise classified above.

Item 17 - Total Materials and Services: Sum of items 9-16.

C. CAPITAL OUTLAY:

Item 18 - Capital Outlay: Name the item plus the quantity (i.e., 2-file cabinets). This includes equipment, laboratory, medical and recreation equipment.

Item 19 - Real Property Acquisition: Includes land, building acquisition by purchase, appraisal and closing costs.

Item 20 - Total Capital Outlay: The sum of items 18 and 19.

Item 21 - Total Project Cost: Sum of items 8, 17 and 20, Total Cost.

Item 22 - Total Housing and Community Development Award: The total of items 8, 17 and 20, chargeable to CDBG.

II. SOURCES OF PROJECT FUNDING:

Item 1 - Federal: Other federal funds that are approved for this project.

Item 2 - State: Any state funds allocated for this project.

Item 3 - Local Cash: Pledges in hand, money raised by local fund raising events. *Money being received from local or public entities.*

Item 4 - City: Funds committed to this project by Boise City.

Item 5 - In-Kind Services and Supplies: Volunteers, furniture, supplies, and other contributions to which a cash value can be attached.

Item 6 - Other: Any other funding source not otherwise classified above.

Item 7 - Subtotal: Total of categories 1 through 6 (non-CDBG funds).

Item 8 - CDBG Funds: Total of line 22, above.

Item 9 - Total Project Cost: This is the sum total of categories 7 and 8 (should be the same as item 21 above).

**NOTE:** *Item 21 minus item 22 in part I above should be reflected in this section as other sources of funding.*

City of Boise  
 Division of Housing and Community Development  
**BUDGET SUMMARY REPORT**

Project Title:

Legal Name of Entity:

Address:

City:  State:  Zip:

**I. BUDGET LINE ITEMS:**

**A. PERSONNEL SERVICES:**

1. No. of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to CDBG Program
5. Subtotal			
6. Extra Help/Overtime			
7. Fringe Benefits			
<b>8. TOTAL PERSONNEL COSTS</b>		<b>\$</b>	<b>\$</b>

**B. MATERIALS AND SERVICES:**

	Materials and Services	Portion Chargeable to CDBG Program Funds
9. Office Supplies	0.00	0.00
10. Operating Supplies	0.00	0.00
11. Communications	0.00	0.00
12 Travel and Training	0.00	0.00
13. Legal and Public Notices	0.00	0.00
14. Professional Services –	0.00	0.00
15. Construction Agreements –	0.00	0.00
16. Other: (Detail) <i>Client Rent Payments</i>	0.00	0.00
<b>17. TOTAL MATERIALS &amp; SERVICES</b>	<b>0.00</b>	<b>0.00</b>

C. CAPITAL OUTLAY:

18. Capital Outlay: Quantity	ITEM	Total Capital Outlay	Portion Chargeable to CDBG Program Funds
		0.00	0.00
19. Real Property Acquisition:		0.00	0.00
<b>20. TOTAL CAPITAL OUTLAY</b>			
		<b>21. Total Project Cost</b>	<b>22. Total CDBG Program Award</b>
		\$	\$

II. SOURCES OF PROJECT FUNDING:

1. Federal: (Detail) <b>Council on Domestic Violence</b>	\$
2. State: (Detail)	
3. Local Cash: (Detail)	
4. County: (Detail)	
5. In-Kind Service and Supply: (Detail)	
6. Other: (Detail) <b>United Way</b>	\$
7. Subtotal	
8. CDBG Program Funds	\$
<b>9. TOTAL PROJECT COSTS</b>	\$

**ATTACHMENT 3**

City of Boise  
Division of Housing and Community Development  
**INCOME GUIDELINES**

**Boise City Median Income is \$73,600**

**Low Income Guidelines (80% of Median Income)**

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<b>Family Size</b>	<b>Annual Gross Income</b>
1 Person	\$41,250
2 Person	\$47,150
3 Person	\$53,050
4 Person	\$58,900
5 Person	\$63,650
6 Person	\$68,350
7 Person	\$73,050
8 Person	\$77,750

**Very-Low Income Guidelines (50% of Median Income)**

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<b>Family Size</b>	<b>Annual Gross Income</b>
1 Person	\$25,800
2 Person	\$29,450
3 Person	\$33,150
4 Person	\$36,800
5 Person	\$39,750
6 Person	\$42,700
7 Person	\$45,650
8 Person	\$48,600

**Extremely Low Income Guidelines (30% of Median Income)**

---

<b>Family Size</b>	<b>Annual Gross Income</b>
1 Person	\$15,500
2 Person	\$17,700
3 Person	\$21,330
4 Person	\$25,750
5 Person	\$30,170
6 Person	\$34,590
7 Person	\$39,010
8 Person	\$43,430

SOURCE: HUD.GOV FY2018 Income Limits Documentation System  
Effective: June 2019

## **ATTACHMENT 4**

City of Boise

### Division of Housing and Community Development **NON-DISCRIMINATION PROVISIONS**

#### **GENERAL PROVISIONS**

A. With respect to the administration of its CDBG and HOME programs, the City of Boise, its officers, agents, employees, and all its subrecipients and contractors, agree to refrain from any acts that have the purpose or the effect of subjecting qualified disabled persons to discrimination solely on the basis of disability, including:

1. Denying a qualified individual with a disability the opportunity to participate in, or benefit from, the housing, aid, benefits or services;
2. Failing to afford a qualified individual with a disability an equal opportunity to participate in, or benefit from, housing, aid, benefits or services;
3. Failing to provide a qualified individual with a disability with housing, benefits or services that afford the individual an equal opportunity to obtain the same results or benefits provided to others;
4. Providing different or separate housing, aid, benefits or services on the basis of disability, unless such action is necessary to provide qualified individuals with disabilities with housing, aid, benefits or services that are as effective as those provided to others;
5. Providing financial assistance to an agency, organization or person that is known to the City of Boise to discriminate on the basis of disability in the provision of housing, aid, benefits or services to beneficiaries in the City's CDBG and HOME-funded programs or activities;
6. Denying a qualified individual with a disability the opportunity to participate as a member of planning or advisory boards;
7. Denying a dwelling to an otherwise qualified individual because of his or her disability or a disability of a family member;
8. Limiting a qualified individual with a disability in the enjoyment of any right, privilege, advantage or opportunity afforded to other qualified individuals receiving similar housing, aid, benefits or services;
9. Denying qualified individuals with disabilities the opportunity to participate in any Federally-assisted program or activity;
10. Utilizing criteria or methods of administration, either directly or through Agreement or other arrangements, that have the purpose or effect of subjecting qualified individuals with disabilities to discrimination solely on the basis of disability;
11. Selecting sites or locations for Federally-assisted facilities that have the purpose or effect of subjecting qualified individuals with disabilities to discrimination under any program or activity receiving Federal financial assistance from the HUD; and
12. Failing to administer Federally-assisted programs and activities in the most integrated setting appropriate to the needs of qualified individuals with disabilities.

B. With respect to programs or activities funded in whole or in part with CDBG and HOME funds, the City of Boise, its officers, agents, employees, and all its subrecipients and Agreementors, agree to refrain from any acts that have the purpose or the effect of subjecting persons to discrimination on the basis of their race, color or national origin, including:

1. Denying an individual any housing, accommodations, facilities, services, financial aid or other benefits provided under the program or activity, on the basis of race, color or national origin;
2. Providing any housing, accommodations, facilities, services, financial aid or other benefits to a person that are different, or are provided in a different manner, from those provided to others under the program or activity, on the basis of race, color or national origin;
3. Subjecting an individual to segregation or separate treatment in any matter related to his/her receipt of housing, accommodations, facilities, services, financial aid or other benefits under the program or activity, on the basis of race, color or national origin;
4. Restricting an individual in any way in access to such housing, accommodations, facilities, services, financial aid or other benefits, or in the enjoyment of any advantage or privilege enjoyed by others in connection with such housing, accommodations, facilities, services, financial aid or other benefits under the program or activity, on the basis of race, color or national origin;
5. Treating an individual differently from others in determining whether he/she satisfies any occupancy, admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any housing, accommodations, facilities, services, financial aid or other benefits provided under the program or activity, on the basis of race, color or national origin;
6. Denying an individual an opportunity to participate in the program or activity through the provision of services or otherwise, or afford him/her an opportunity to do so which is different from that afforded to others under the program or activity (including the opportunity to participate in the program or activity as an employee), on the basis of race, color or national origin;
7. Denying a qualified individual the opportunity to participate as a member of a planning or advisory body on the basis of race, color or national origin;
8. Using criteria or methods of administration that have the effect of subjecting persons to discrimination on the basis of race, color or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to persons of a particular race, color or national origin; and
9. Making selections of sites or locations of housing, accommodations or facilities with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination on the basis of race, color or national origin or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act.

## **SPECIFIC REQUIREMENTS**

### **Benefits, Services and Method of Administration**

1. Subrecipients shall revise its notice of nondiscrimination provided to employees and applicants for employment to include an identification of the Section 504 Coordinator (if applicable) by title and information on how to contact this person. The revision shall be made to the application for employment, the employee handbook and to all other recruitment material or publications made available to applicants for employment or to employees.
2. Subrecipients shall revise their housing application and/or application for services to add a request for the voluntary identification of the applicant's race, national origin and disability status. The request shall state that the collected information will remain confidential and will not be used in making decisions concerning housing in the form attached as Exhibit D.1.
3. Subrecipients shall collaborate with the City in a study of the extent to which persons with disabilities apply for and participate in its housing programs and/or services, and shall submit monthly summary report reports in the form attached as Exhibit D.2.
4. Subrecipients shall include a statement in its policies and procedures of appeal rights available to rejected applicants for housing and/or services, including the right to file a Section 504 grievance (if applicable) in the form attached as Exhibit D.3.

### **Affirmative Marketing**

Subrecipients shall develop a system for maintaining records of its efforts to affirmatively market housing units and to assess the results of these actions. The subrecipient shall submit monthly narrative reports addressing general progress of the project, impediments, and marketing and outreach to communities least likely to apply.

Subrecipients shall modify outreach to add specific efforts to reach minorities. New outreach efforts shall include advertisement in minority media, contact with leaders of minority community organizations and distribution of outreach material at events sponsored by minority community organizations.

### **Subrecipient Monitoring**

Subrecipients shall allow the City of Boise to include monitoring for civil rights and fair housing compliance in all of its annual reviews. Pursuant to 24 CFR §84.53(e) the federal regulations provide the following:

“HUD, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to a recipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph (e) are not limited to the required retention period, but shall last as long as records are retained.”

Pursuant to 24 CFR §8.55(b) the federal regulations require the following:

“Each recipient shall keep such records and submit to the responsible civil rights official or his or her designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible civil rights official or his or her designee may determine to be necessary to enable him or her to ascertain whether the recipient has complied or is complying with this part. In general, recipients should have available for the Department data showing the extent to which individuals with handicaps are beneficiaries of federally assisted programs.”

For purposes of this Agreement, the responsible civil rights official is the Director of the HUD Office of Fair Housing and Equal Opportunity in Seattle, Washington.



## Attachment 5

### BENEFICIARY DATA RECORD and DISABILITY SURVEY

(For CDBG Clients)

**Applications for housing and services are considered without regard to age, race, color, religion, gender, national origin, familial status, or disability.**

The purpose for this Data Record is to comply with federal record keeping and reporting requirements. The City of Boise makes periodic statistical reports to the federal government on all programs and services covered by the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973. ***The completion of data regarding race, ethnicity, and disability status by the CDBG Client is OPTIONAL. However, please complete the required information regarding your household composition.*** If you choose to volunteer the additional information, please note that all Data Records are kept in a confidential file, and **are not** included as part of your application for housing or services.

**Please note: INCLUSION OR EXCLUSION OF ANY DATA WILL NOT AFFECT ANY DECISION REGARDING YOUR APPLICATION FOR HOUSING PROGRAMS OR SERVICES.**

#### ***Instructions for completing Beneficiary Data Record:***

1. Indicate the public service for which you are applying.
2. Indicate the total number of persons in your household who are applying for services.
3. Indicate whether the head of household is female.
4. Indicate the number of persons in the household who are over the age of 62.
5. Provide a self-identification of ethnicity for all persons in the household applying for services (the total number should equal the total number of persons in your household that are reported in question #2 above).
6. Provide a self-identification of race for all persons in the household applying for services (the total number should equal the number reported in question #2 and #5 above).

***Instructions for completing Disability Survey:*** Please indicate whether any person in your household has a disability<sup>1</sup>, and if any, please indicate the total number of disabled persons. Mark only "yes" or "no", and indicate the number of disabled persons in your household, if any. ***Please DO NOT indicate the type, nature, or severity of the disability.***

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<sup>1</sup> Please note: Under the Americans with Disabilities Act (ADA), an individual with a disability is a person who: has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. A physical impairment is defined by the ADA as "Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine." A mental impairment is defined by the ADA as: "[a]ny mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities."

**CDBG Beneficiary Data Record**

Please provide the following required information regarding your household; the total number of family members, the breakdown of male and female household members, whether the Head of Household is female, and how many household members are elderly.

1. Program Applied For:

2. Total Applicants/Clients in household applying for housing or services	
3. Is the Head of Household female? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
4. Elderly Status: How many members in household are ages 62 or over?	
5. Ethnic Categories	
How many household members are of Hispanic or Latino ethnicity:	
How many household members are NOT of Hispanic/Latino ethnicity:	
Total (should total number of clients listed in question #2 above):	
<b>6. Racial/multi-racial Categories : (please indicate number of household members that apply to each racial category):</b>	
American Indian or Alaska Native	
American Indian or Alaska Native and White	
American Indian or Alaska Native and Black or African American	
Asian	
Asian and White	
Black or African American	
Black or African American and White	
Native Hawaiian or Other Pacific Islander	
White	
Other Multi-racial (please specify):	
<b>Total (should total number of clients listed in question #2 and #5 above):</b>	

**Disability Survey**

The U.S. Department of Housing and Urban Development requires periodic reports on the race, ethnicity, and disability status of applicants. This data is for statistical analysis with respect to reporting civil rights compliance for the City of Boise. **SUBMISSION OF THIS INFORMATION IS VOLUNTARY.** Mark only “yes” or “no”, and indicate the number of disabled persons in your household, if any. **Please DO NOT indicate the type of disability, or provide us with any information regarding the nature or severity of the disability.**

<b>7. Disability Status:</b>	
<b>Does any one in the applicant household have a disability: Yes: <input type="checkbox"/> No: <input type="checkbox"/></b>	
How many persons in your household have a disability? Enter number, if any:	

For Office Use Only: RECORD #: \_\_\_\_\_

*This applicant converted to beneficiary status?* Yes  No

## **Beneficiary Data Instructions**

This form is intended to be used by subrecipients who receive HOME or CDBG financial assistance from the City of Boise to report household or client data for income, race and ethnicity, female head of household, elderly members of household, and disability status information.

### **Income Categories**

Report the total number of CDBG Clients served by household income category. Please note, although clients in households whose income exceeds 80% AMI may not be eligible for CDBG services, services providers contracted for reimbursement of salaries must report the demographic data on clients turned away, denied services or where other sources of funding was used to serve clients who were otherwise CDBG-eligible.

### **Female Head of Household**

Report the total number of households where the head of household was female.

### **Elderly (Age 62 or over)**

Report the total number of clients receiving services who were age 62 or over.

### **Racial Categories**

Please note that collection of racial data treats ethnicity as a separate category from race and has changed the terminology for certain racial and ethnic groups from the way it has been requested in the past using two distinct ethnic categories. The revised definitions of ethnicity and race have been standardized across the Federal government and are provided below. The five racial categories as revised by the Office of Management and Budget are defined as follows:

**American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

**Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."

**Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

The primary goal to be achieved is the provision of the summary racial and ethnic data of the population(s) proposed to be served or that is being served by your organization in a consistent manner across all HUD programs. Accordingly, please note that several categories have been combined into 4 additional multi-racial categories and "other" category.

### **Ethnic Categories**

The two ethnic categories as revised by the Office of Management and Budget (OMB) are defined as follows: race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

Not Hispanic or Latino. A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of

### **Disability Status**

Recipients of HUD grant fund are required to collect information regarding the disability status from applicants and beneficiaries in accordance with 24 CFR 8.55(b). This requires that the City of Boise to have information necessary to determine the extent to which individuals with disabilities apply for and participate of its programs. Please note that this information ***shall*** be solicited on a voluntary basis by the grantee. Please be advised that the grantee ***shall not*** ask persons to identify the nature or severity of a disability.

### **Specific Instructions for Completing the Form:**

Organizations using this form should collect the individual responses from the community of individuals you intend to serve or those that you are serving, as applicable. After the individual collections are gathered, you should report the aggregate totals of the racial and ethnic data that you collect via the applicable categories.

**Total Number of Racial Responses:** *Next to each of the racial categories, indicate the number of voluntary responses for each of the racial or multi-racial categories. For "Other Multi-racial" please indicate all racial categories (if any) identified by respondents that do not fit one of the five single race categories or four double race combinations above. Please report both for period, and contract year-to-date cumulative.*

**Total Number of Hispanic or Latino Responses:** Under this column you should indicate the total number of responses collected by those applicants indicating their ethnicity affirmatively as Hispanic or Latino. Please report both for period, and contract year-to-date cumulative.

**Total Number of Disability Status Responses:** Under this column you should indicate the total number of responses collected in the block checked "Yes" to the question, "Do you have a disability?" This data on disability status is being requested specifically as a requirement of the Voluntary Compliance Agreement (VCA), entered into between the City of Boise and HUD. Pursuant to Section III.A.21 of the VCA, the City of Boise shall conduct a study in collaboration with its housing and community development stakeholders of the extent to which persons with disabilities apply for and participate in its housing programs and in the programs of its sub-recipients. Data should be collected for all those applicants who both apply for housing or services and for those WHO RECEIVED HOUSING AND SERVICES – AND ARE BENEFICIARIES OF HOUSING AND SERVICES. The data should be reported for the time period and cumulative from contract year-to-date.

**Comparison of Total Number of Applicants who qualified for Housing and/or Services – and were reported as Beneficiaries:** Under this column, please indicate the *total number of applications*

**ATTACHMENT 6**

City of Boise

Division of Housing and Community Development

**ANNUAL INCOME**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
ANNUAL HOUSEHOLD INCOME DETERMINATION WORKSHEET**

Use for Hourly Employment:

**Household Member #1** \_\_\_\_\_

Job #1:  
Hourly Wage: \$ \_\_\_\_\_ X Hours Per Week \_\_\_\_\_ = \_\_\_\_\_ Weekly Income  
(a)

Job #2:  
Hourly Wage: \$ \_\_\_\_\_ X Hours Per Week \_\_\_\_\_ = \_\_\_\_\_ Weekly Income  
(b)

(a) + (b) x 4.33 = \_\_\_\_\_ Sub-Monthly Gross (line c)

(line c) + **Any Other Income** (SSI, Child Support, Alimony, etc.) \_\_\_\_\_ = Monthly Gross

Monthly Gross x 12 = \_\_\_\_\_ Annual Income

**Household Member #2** \_\_\_\_\_

Job #1:  
Hourly Wage: \$ \_\_\_\_\_ X Hours Per Week \_\_\_\_\_ = \_\_\_\_\_ Weekly Income  
(a)

Job #2:  
Hourly Wage: \$ \_\_\_\_\_ X Hours Per Week \_\_\_\_\_ = \_\_\_\_\_ Weekly Income  
(b)

(a) + (b) x 4.33 = \_\_\_\_\_ Sub-Monthly Gross (line c)

(line c) + **Any Other Income** (SSI, Child Support, Alimony, etc.) \_\_\_\_\_ = Monthly Gross

Monthly Gross x 12 = \_\_\_\_\_ Annual Income

Did you collect source documents for income verification? \_\_\_ Yes \_\_\_ No

Are the source documents for income verification from the last 30 days? \_\_\_ Yes \_\_\_ No

Total Annual Household Gross Monthly Amount \$ \_\_\_\_\_ (line C from Household Member 1+ 2)

Total anticipated Annual Household Gross Annual Amount \$ \_\_\_\_\_ (Total Annual Household) x 12

Family/Household Size: \_\_\_\_\_

- Low Income below 30% of median income as the annual household income is less than \$ \_\_\_\_\_
- Low-Mod Income 30-50% of median income as the annual household income is less than \$ \_\_\_\_\_
- Moderate Income over 50-80% of median income as the annual household income is less than \$ \_\_\_\_\_
- High Income over 80% (not eligible for Community Development Block Grant assistance)

I certify the applicant(s) is a/are City of Boise resident(s) and meets current Community Development Block Grant Program income guidelines.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
ANNUAL HOUSEHOLD INCOME DETERMINATION WORKSHEET**

*Use for individuals who are **Salaried**: If individual has part-time work in addition to a salary, please use the hourly calculations worksheet for that portion of income.*

**Household Member #1** \_\_\_\_\_

Monthly Salary: \$ \_\_\_\_\_

Monthly Gross x 12 = \_\_\_\_\_ Annual Income

**Household Member #2** \_\_\_\_\_

Monthly Salary: \$ \_\_\_\_\_

Monthly Gross x 12 = \_\_\_\_\_ Annual Income

Did you collect source documents for income verification? \_\_\_ Yes \_\_\_ No

Are the source documents for income verification from the last 30 days? \_\_\_ Yes \_\_\_ No

Total Annual Household Gross Monthly Amount \$ \_\_\_\_\_ (a) (Household Member 1 +2)

Total anticipated Annual Household Gross Annual Amount \$ \_\_\_\_\_ (a) x 12

Family/Household Size: \_\_\_\_\_

- Low Income below 30% of median income as the annual household income is less than \$ \_\_\_\_\_
- Low-Mod Income 30-50% of median income as the annual household income is less than \$ \_\_\_\_\_
- Moderate Income over 50-80% of median income as the annual household income is less than \$ \_\_\_\_\_
- High Income over 80% (not eligible for Community Development Block Grant assistance)

I certify the applicant(s) is a/are City of Boise resident(s) and meets current Community Development Block Grant Program income guidelines.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **ATTACHMENT 7**

City of Boise

Division of Housing and Community Development

### **APPENDIX A CROSS CUTTING FEDERAL CONTRACT PROVISIONS**

All contracts, awarded by a recipient including small purchases, shall contain the following provisions as applicable:

1. *Equal Employment Opportunity*—All contracts shall contain a provision requiring compliance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

2. *Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)*—All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. *Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)*—When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. *Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)*—Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act

**CONTRACT FOR CDBG FUNDS (WOMEN’S AND CHILDREN’S ALLIANCE) -**

(40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. *Rights to Inventions Made Under a Contract or Agreement*— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

6. *Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.)*, as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

7. *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. *Debarment and Suspension (E.O.s 12549 and 12689)*—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

**CONTRACT FOR CDBG FUNDS (WOMEN’S AND CHILDREN’S ALLIANCE) -**



Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. *Drug-Free Workplace Requirements*—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

10. *Section 504* – In accordance with the requirements of Title II of the Americans with Disabilities Act (“ADA”) and Section 504 of the Rehabilitation Act, the City of Boise will not discriminate against qualified individuals with disabilities on the basis of disability in admission or access to its services, programs, or activities including federally assisted services, programs, or activities. Should a client wish to file a grievance, please use these forms.

<https://www.cityofboise.org/departments/human-resources/ada-and-section-504/>

<https://www.cityofboise.org/departments/human-resources/ada-and-section-504/ada-and-section-504-grievance-procedure/>

[https://www.cityofboise.org/media/1811/ada\\_grievance\\_form\\_02-13\\_fillable.pdf](https://www.cityofboise.org/media/1811/ada_grievance_form_02-13_fillable.pdf)

11. *HUD’s Definition of Homelessness and Chronic Homelessness* – For purposes of this Agreement, the term “homeless”, “homeless individual”, and “homeless person” means— (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; (2) an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (3) an individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing); (4) an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided; (5) an individual or family who—

- (A) will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by—
  - (i) a court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;
  - (ii) the individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or

(iii) credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause;

(B) has no subsequent residence identified; and (C) lacks the resources or support networks needed to obtain other permanent housing; and

(6) unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who--

(A) have experienced a long-term period without living independently in permanent housing,

(B) have experienced persistent instability as measured by frequent moves over

such period, and (C) can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

(b) DOMESTIC VIOLENCE AND OTHER DANGEROUS OR LIFE-THREATENING CONDITIONS.—Notwithstanding any other provision of this section, HUD shall consider to be homeless any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions in the individual's or family's current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing.

## **CHRONICALLY HOMELESS**

(A) IN GENERAL.—The term 'chronically homeless' means, with respect to an individual or family, that the individual or family—

(i) is homeless and lives or resides in a place not meant for human habitation, a safe haven, or in an emergency shelter;

(ii) has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least 1 year or on at least 4 separate occasions in the last 3 years;

and (iii) has an adult head of household (or a minor head of household if no adult is present in the household) with a diagnosable substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002)), post traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of 2 or more of those conditions.

(B) RULE OF CONSTRUCTION.—A person who currently lives or resides in an

institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital or other similar facility, and has resided there for fewer than 90 days shall be considered chronically homeless if such person met all of the requirements described in subparagraph (A) prior to entering that facility.