

FEDERAL AWARD IDENTIFICATION WORKSHEET

(as required by 2 CFR 200.332(a)(1)(i-xiv))

i. Subrecipient	The Family Center of Happy Valley	ii. UEI #	960086387
iii. FAIN	B-19-CM-00-000	iv. Federal Award Date	7/14/19
v. Subaward Period of Performance			
Start Date:	7/1/19	End Date:	6/30/20
vi. Subaward Budget Period			
Start Date:	7/1/19	End Date:	6/30/20
vii. Amount of Federal Funds Obligated to the Subrecipient by this action:			<u>\$7,500.00</u>
viii. Total Amount of Federal Funds Obligated to the Subrecipient:			<u>\$7,500.00</u>
ix. Total Amount of the Federal Award Committed to the Subrecipient			<u>\$7,500.00</u>
x. Federal Award Project Description	N/A Award does not exceed \$25,000 FFATA threshold		
xi. Federal Awarding Agency:			
	U.S. Department of Housing and Urban Development		
Grantee:	<i>[Name of Pass-Through Entity]</i>		
	City of Happy Valley		
	<i>{Contact information for pass-through entity awarding official}</i>		
	Happy Valentine, Community Development Director 112 Bridge Street Happy Valley		
xii. Assistance Listing Number and Title			
	14.218 Community Development Block Grant (CDBG)		
xiii. Is award for Research and Development?	Yes	<input checked="" type="checkbox"/> No	
xiv. Indirect Cost Rate:			
	Indirect Costs are not a billable expense for this activity.		

**AGREEMENT BETWEEN THE CITY OF HAPPY VALLEY
AND
THE FAMILY CENTER OF HAPPY VALLEY
FOR
POSITIVE PARENTING**

THIS AGREEMENT, entered this 1st day of July, 2019, by and between the City of Happy Valley, (the “Grantee”) and **The Family Center of Happy Valley**, a nonprofit corporation (the “Subrecipient”).

WITNESSETH:

WHEREAS, the Grantee has received a letter of credit for its entitlement of Community Development Block Grant funds ("CDBG") from the U.S. Department of Housing and Urban Development (“HUD”), CFDA Number 14.218, GRANT AGREEMENT NUMBER B-19-CM-00-0000 for 2019-2020 under Title I of the Housing and Community Development Act of 1974, as amended and Public Law 93-383; and

WHEREAS, the Grantee has allocated a portion of the CDBG funds to provide funding for neighborhood improvement projects proposed by citizens, nonprofit organizations and neighborhood groups, and;

WHEREAS, the Grantee has selected the Subrecipient to provide the services set forth in the Scope of Services (herein called the "Services"), and;

WHEREAS, the Subrecipient represents that it is authorized and capable of performing the Services, and;

NOW THEREFORE, in consideration of the premises, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

1. ENGAGEMENT OF SUBRECIPIENT

1.01 The Grantee hereby engages the Subrecipient and the Subrecipient hereby agrees to perform the Services in accordance with the terms and conditions of this Agreement.

2. SCOPE OF SERVICE

2.01 Activity. The Subrecipient shall perform in a satisfactory and proper manner, as determined within the sole discretion of the Grantee, the Services as described in this section of the Agreement. In the event that there shall be any dispute between the parties with regard to the extent and character of the Services to be performed, or the quality of performance required under this Agreement, the reasonable interpretation and determination of the Grantee shall govern.

2.02 Program Delivery. Positive Parenting is the agency’s primary program. It is class-room based and uses curriculum built on the principle that promoting nurturing parenting practices is

critical to child safety and that knowledge and empathy are foundations of responsive parenting. The parent educator partners with parents and provides a warm, open, fun, and interactive learning experience that empowers parents to have strong, healthy relationships with their children. The program operates throughout the year and parents can begin the program at any time.

The class is for parents of children birth to 11 years of age; takes place over eight consecutive weeks in 90-minute group sessions; and uses the nationally recognized and validated research-based curriculum Nurturing Parenting©, the only parent education program endorsed by the State Department of Children's Services as an effective child abuse prevention program.

Although parents in the general community are welcome to participate, parents in the program are primarily those referred by the Department of Children's Services, the courts, and probation officers.

2.03 General Administration. The Services shall include conferences and consultations deemed necessary by the Grantee to ensure that the Subrecipient properly and fully perform the Services under this Agreement. Classes are conducted at The Family Center of Happy Valley, 115 Heritage Lane, and for soon-to-be released incarcerated parents at the Happy Valley Correctional Work Center.

2.04 National Objective. All activities funded with CDBG funds must meet one of the program's National Objectives as defined in 24 CFR 570.208. By signing this agreement, the Subrecipient certifies that the activity undertaken under this Agreement will benefit low- and moderate-income persons/

2.05 Levels of Accomplishment – Goal and Performance Measures. The Subrecipient agrees to provide Positive Parenting Services to a minimum of 165 unduplicated persons.

2.05 Staffing. The Subrecipient shall use its best efforts and devote such skill, knowledge, and professional ability as is necessary to most effectively and efficiently carry out and perform the Services during the term of this Agreement. The Grantee agrees to reimburse the Subrecipient for salary expenses subject to the approved activity budget incurred by staff in the following positions: Director of Programs; Parent Education Coordinator; Education Group Facilitator.

2.06. Performance Monitoring. The Grantee will monitor the performance of the Subrecipient against goals and performance standards stated in Section 2.05. Substandard performance as determined by the Grantee will constitute noncompliance with the Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified, the Grantee may initiate suspension or termination procedures.

3. TIME OF PERFORMANCE

3.01 The time of performance under this Agreement shall begin July 1, 2019, through June 30, 2020 unless otherwise extended or terminated as provided herein.

3.02 This Agreement shall become effective upon (1) the approval by Happy Valley City Council, and (2) execution by the Mayor of the City of Happy Valley. The Subrecipient shall have no authority to start work, no payments shall be authorized by the Finance Department of the City of Happy Valley, nor shall the Grantee be liable for reimbursement for any materials or services purchased, or payment for any costs incurred by the Subrecipient, or any Services rendered by the Subrecipient, until the requirements of this Section have been satisfied.

4. BUDGET

4.01

Funding Sources/Revenues	CDBG	Committed	Non-Committed
City of Happy Valley	\$ 7,500.00		\$ 0.00
Agency Cash - Salaries			
Match - Agency Fundraising		\$ 0.00	
Dept. of Children's Services Gov't Grant		\$ 50,000.00	
Other Government Grants			\$ 39,100.00
Private Foundation Grants		\$ 7,100.00	\$ 32,750.00
United Way of Falls River County			\$ 38,000.00
Agency Special Events			\$ 40,000.00
Agency Fundraising - Individuals, Other		\$ 10,000.00	\$ 31,659.00
Total	\$ 7,500.00	\$ 67,100.00	\$ 181,509.00

Funding Uses/Expenses	CDBG	Other	Total
Salaries/Benefits	\$ 7,500.00	\$ 160,265.00	\$ 170,265.00
Rent/Lease	\$ 0.00	\$ 0.00	\$ 0.00
Utilities	\$ 0.00	\$ 4,287.00	\$ 4,287.00
Insurance, building and maintenance	\$ 0.00	\$ 19,980.00	\$ 19,980.00
Equipment	\$ 0.00	\$ 5,487.00	\$ 5,487.00
Supplies	\$ 0.00	\$ 15,583.00	\$ 15,583.00
Printing and postage	\$ 0.00	\$ 3,016.00	\$ 3,016.00
Telephone/Communications	\$ 0.00	\$ 8,367.00	\$ 8,367.00
Training	\$ 0.00	\$ 5,292.00	\$ 5,292.00
Travel	\$ 0.00	\$ 5,615.00	\$ 5,615.00
Contract services (explain in Budget Narrative)	\$ 0.00	\$ 9,754.00	\$ 9,754.00
Merchant fees, dues, licenses, background checks	\$ 0.00	\$ 10,963.00	\$ 10,963.00
Total	\$ 7,500.00	\$ 248,609.00	\$ 258,609.00

4.02 In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and Subrecipient.

5. PAYMENT

5.01 The Grantee agrees to pay the Subrecipient an amount up to **Seven Thousand Five Hundred and 00/100, (\$7,500.00)** for the complete and proper performance of the Services rendered, such compensation shall be paid only as provided in Section 4.01 Budget, and is inclusive of any and all remuneration to which the Subrecipient may be entitled.

5.02 Payment may be contingent upon certification that the Subrecipient's financial management system complies with the standards specified in 2 CFR 200.303.

5.03 The Subrecipient shall submit a requisition for reimbursement consistent with and pursuant to all requirements set forth in Section 4.01. Payment to the Subrecipient are governed by 2 CFR 200 Subpart E – Cost Principals; accordingly, payment will be made on a cost reimbursement basis.

5.04 Request for reimbursement must be accompanied with all necessary documentation substantiating eligibility of cost for which reimbursement is requested or as may be determined by the Grantee. The Grantee shall approve payment, in whole or in part, upon satisfactory receipt, review and approval of the complete requisition for payment. In the event that the Grantee shall require further explanation or documentation, the Subrecipient shall provide such further explanation or documentation upon request.

5.05 Subrecipient shall begin to submit reimbursement within ninety (90) days from the effective date of this Agreement. No request for reimbursement may be submitted later than ninety (90) days after the termination date of this Agreement.

5.06 **Program Income.** The activity covered by this Agreement does not generate Program Income as defined at 24 CFR 570.500(a).

5.07 **Indirect Costs.** Indirect costs are not a billable expense for this activity.

6. NOTICES

6.01 Notices required by this Agreement shall be in writing and delivered via U.S. mail (postage prepaid), commercial carrier, personal delivery, sent by facsimile, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of the delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacity listed below, unless otherwise modified by subsequent written notice.

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

Grantee

Happy Valentine
Community Development Director
PO Box 3284
Happy Valley

hvalentine@happyvalley.gov

Subrecipient

Jean Maitland
Senior Development Manager
115 Heritage Lane
Happy Valley

jmaitland@tfcov.org

7. GENERAL CONDITIONS

7.01 General Conditions. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Department of Housing and Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

7.02 "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. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

7.03 Hold Harmless. The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

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

7.05 Insurance & Bonding. The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage.

7.06 Grantee Recognition. The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In

addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

7.07 Amendments. The Grantee or Subrecipient may amend this Agreement 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 each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

7.08 Suspension or Termination. In accordance with 2 CFR 200.339, the Grantee may suspend or terminate this Agreement 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 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 Grantee reports that are incorrect or incomplete in any material respect.

7.09 In accordance with 2 CFR 200.340, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

8. FINANCIAL MANAGEMENT REQUIREMENTS

8.01 Accounting Standards. The Subrecipient agrees to comply with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements except as provided for in 24 CFR 570.502 - Applicability of uniform administrative

requirements 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.

8.02 Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E (200.400-475). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis and agrees to adhere to the accounting principles and procedures required therein, utilize adequate source documentation for all costs incurred.

8.03 Audits & Inspections. All Subrecipient records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR 200.300-309 and Subpart F of this part with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

8.04 Procurement. The Subrecipient shall comply with current Grantee policy concerning the purchases of equipment, goods, and services, 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 (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

8.05 OMB Standards. Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-21.

8.06 Travel. Travel is not reimbursable with funds provided under this Agreement.

9. DOCUMENTATION AND RECORD KEEPING

9.01 Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this 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
- (c) National Objectives of the CDBG program;
- (d) Records required for determining the eligibility of activities;
- (e) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- (f) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (g) Financial records as required by 24 CFR 570.502, and 2 CFR 200.334; and
- (h) Other records necessary to document compliance with Subpart K of 24 CFR 570.

9.02 Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

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

9.04 Disclosure. 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 Grantee's or Subrecipient's responsibilities with respect to services provided under this agreement is prohibited by the applicable State or Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

9.05 Close-outs. The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income. The terms of 2 CFR 200.344 shall apply to this Agreement.

9.06 Progress Reports. The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

10. PERSONNEL & PARTICIPANT CONDITIONS

10.01 Civil Rights Compliance. The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the

Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375,11478, 12107 and 12086.

10.02. Nondiscrimination. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

10.03. Section 504. The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

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

10.05 Women- and Minority-Owned Businesses (WMBE). The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used for this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

10.06 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 Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

10.07 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's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

10.08 Equal Employment Opportunity and Affirmative Action (EEO/AA)

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

10.09 Subcontract/Subrecipient Agreement Provisions. The Subrecipient will include the provisions of Paragraphs 10.01 Civil Rights, 10.04 Affirmative Action, in every subcontract or subrecipient agreement specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

10.10 Employment Restrictions – Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

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

10.12 Subcontract/Subrecipient Agreement Approvals. The subrecipient shall not enter into any subcontracts or subrecipient agreements with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

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

10.14. 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 or subrecipient agreement executed in the performance of this Agreement.

10.15 Selection Process. The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements in 2 CFR 200.319. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

10.16 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 of the U.S.C.

10.17 Conflict of Interest. The subrecipient agrees to abide by the provisions of 24 CFR 570.611 and 2 CFR 200.303, which include (but are not limited to) the following.

- (a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- (b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- (c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee,
- (d) the Subrecipient, or any designated public agency.

10.18 Lobbying. The Subrecipient hereby certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any
- (b) 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;
- (c) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative
- (d) agreement, it will complete and submit Standard Form-LL L, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (e) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly:

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

10.19 **Copyright.** If this Agreement results in any copyrightable material or invention, the Grantee and/or grantor agency 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 governmental purposes.

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

11. SEVERABILITY

11.01 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.

12. SECTION HEADINGS AND SUBHEADINGS

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

13. WAIVER

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

14. ENTIRE AGREEMENT

14.01 This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

July 1, 2019

IN WITNESS WHEREOF, the Grantee and the Subrecipient, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first above written.

THE FAMILY CENTER OF HAPPY VALLEY

By: DINAH BARKLEY
(Printed Name of Corporate Officer)

Dinah Barkley
(Signature of Corporate Officer)

Its: Executive Director
(Office Held)

CITY OF HAPPY VALLEY

By: *Dale Tremont*
DALE TREMONT

Its: **MAYOR**

THIS CONTRACT WAS APPROVED BY
THE GRANTEE COUNCIL ON:
6/15/2019

APPROVED BY LAW DEPARTMENT
PURSUANT TO SECTION 7.5-206 OF THE
CHARTER OF THE CITY OF HAPPY
VALLEY