



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Public Works

Prepared by: April Miller,  
Director of Public Works

City Manager Approval: \_\_\_\_\_

**TOPIC: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT**

**SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COUNTY OF MARIN FOR THE USE OF \$184,008 OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE CITY'S CANAL AREA PUMP STATION IMPROVEMENTS PROJECT**

**RECOMMENDATION:**

Adopt the resolution authorizing the City Manager to execute an agreement with the County of Marin for use of \$184,008 of Community Development Block Grant funds for the City's Canal Area Pump Station Improvements project.

**BACKGROUND:**

The Community Development Block Grant (CDBG) is a federally funded program of the U.S. Department of Housing and Urban Development (HUD) that provides funding for local community-based projects including affordable housing, community infrastructure and capital projects, and public support services. Since 2020, grant funds have been awarded for specific projects over a 2-year cycle.

In February 2020, City staff applied for 2020-22 CDBG funding for its Canal Area Pump Station Improvements project and was given conditional approval for \$184,008. Approval for use of these funds is contingent on completion of a National Environmental Policy Act (NEPA) review and execution of an agreement between the County of Marin, as the CDBG implementer, and the City of San Rafael. If approved, the CDBG funds will be used to replace the nonfunctional generator at the 400 Canal Pump Station.

**ANALYSIS:**

In June 2022, the County of Marin informed City staff that the NEPA review had been completed for this project and the City could proceed with executing an agreement with the County thus authorizing the CDBG funds for use. In preparation, City staff have obtained estimates from different vendors and intends to proceed with construction of this project soon after CDBG funds become available.

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

**FISCAL IMPACT:**

There is no fiscal impact for the execution of the agreement with the County of Marin.

**OPTIONS:**

The City Council has the following options to consider relating to this matter:

1. Adopt the resolution as presented.
2. Do not authorize execution of the agreement and provide direction to staff.

**ATTACHMENT:**

1. Resolution
2. Draft CDBG Agreement between Marin County and City of San Rafael

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COUNTY OF MARIN FOR THE USE OF \$184,008 OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE CITY'S CANAL AREA PUMP STATION IMPROVEMENTS PROJECT**

**WHEREAS**, in February 2020, the City applied for funding from the 2020-22 cycle of the Community Development Block Grant (CDBG) for its Canal Area Pump Station Improvements project.

**WHEREAS**, City staff was notified by the CDBG implementer, Marin County, that \$184,008 of CDBG funding would be made available pending completion of a National Environmental Policy Act (NEPA) review and execution of an agreement between the County of Marin and the City of San Rafael; and

**WHEREAS**, in June 2022, City staff was informed that the NEPA review had been completed and the City could proceed with executing an agreement with the County.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES** as follows:

1. The City Manager is authorized and directed to execute an agreement with the County of Marin for the use of \$184,008 of CDBG funds for the City's Canal Area Pump Station Improvements project.
2. The Public Works Director is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 1<sup>st</sup> day of August 2022, by the following vote, to wit:

**AYES:            COUNCILMEMBERS:**  
**NOES:            COUNCILMEMBERS:**  
**ABSENT:        COUNCILMEMBERS:**

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**LINDSAY LARA, City Clerk**

## A G R E E M E N T

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the COUNTY OF MARIN, State of California, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as "County"), and the **City of San Rafael** (hereinafter referred to as the "Subrecipient Agency").

### WITNESSETH

WHEREAS, the County of Marin has received a Community Development Block Grant from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (the Act); and

WHEREAS, pursuant to such Grant, the County of Marin is undertaking certain programs and services necessary, as described in greater detail below, for the planning, implementation and execution of such a Community Development Block Grant Program; and

WHEREAS, the County of Marin desires to engage the Subrecipient Agency to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the Project Area described in Appendix A.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Service. The Subrecipient Agency shall perform all the necessary services provided under this Contract in accordance with and respecting the following project:

#### **Canal Area Pump Station Improvements**

The Subrecipient Agency shall do, perform and carry out, in a satisfactory manner, as determined by the County, the goals, objectives, and tasks set forth in Appendix B, and incorporated herein by reference.

2. Term of Contract. The services of the Subrecipient Agency are to commence on <Month Day, Year>, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until all funds have been spent by the Subrecipient Agency, or until this Agreement is otherwise terminated, unless otherwise specified herein. However, the obligations of the Subrecipient Agency under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient Agency may receive or remain in control of program income, such funds being described in paragraph 5 herein. An Assignment of Proceeds and Grant of Lien may not be terminated without written consent of County. The Subrecipient Agency shall comply with the requirements of 24 CFR 570.503(b)(7) and/or any Assignment of Proceeds and Grant of Lien, at the County's sole discretion.

Time is of the essence in the Agreement.

3. Compensation. The Subrecipient Agency shall be paid a total consideration of **\$184,008** for full performance of the services specified under this Agreement, as explained in paragraph 2 above. Compensation shall be allowed on a reimbursement basis, only after expenditures

have been incurred by the Subrecipient Agency in conformity with the approved and executed budget document which is attached to this Contract as Appendix C, incorporated herein by reference.

In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient Agency specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient Agency is entitled to receive the amount requisitioned under the terms of this Contract.

In addition, payment will be made subject to the Subrecipient Agency's compliance with the grant deliverables document which is attached to this Contract as Appendix D, incorporated herein by reference.

The Subrecipient Agency shall not claim reimbursement from the County for that portion of its obligations which has or will be paid by another source of revenue.

The Subrecipient Agency shall notify the County in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

4. Use of Funds. Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference. In addition, the Subrecipient Agency agrees to comply with other governing laws, as applicable, including, but not limited to, the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the California Environmental Quality Act, the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, the Davis-Bacon Act (as referenced in section 10.E. below) and Executive Orders 11063, 11246, 11375, 12086, and 12259.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in 24 CFR 570.208.

The Subrecipient Agency agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including, but not limited to:

If the Subrecipient Agency is a government agency: 2 CFR Part 200, Subpart B, "General Provisions"; 2 CFR Part 200, Subpart E, "Cost Principles", 200.416-417 "Special Considerations for States, Local Governments and Indian Tribes"; 2 CFR Part 200, Subpart F, "Audit Requirements"; and 2 CFR Part 225, "Cost Principles for State, Local and Indian Tribal Governments.

If the Subrecipient Agency is not a government agency: 2 CFR Part 200, Subpart E, "Cost Principles, 200.418-419, "Special Considerations for Institutions of Higher Education"; 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"; 2 CFR

Part 220, "Cost Principals for Educational Institutions"; and 2 CFR Part 230, "Cost Principles for Non-Profit Organizations".

Subrecipient Agency is prohibited from using funds provided herein for political, sectarian, religious, or lobbying activities.

5. Program Income. Program income (defined at 24 CFR 570.500) derived from the project, if any, shall revert to the County for use in the Community Development Block Grant Program.

If the Subrecipient Agency executes an Assignment of Proceeds and Grant of Lien to the County, specifying the terms of reversion of proceeds from possible future sale of real property, it is incorporated by reference and made a part of this contract as Appendix E.

6. Assignment. Without written consent of the County, this Agreement is not assignable by the Subrecipient Agency, either in whole or in part.
7. Alteration. No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

8. General Terms and Conditions.

- A. The Subrecipient Agency agrees to submit program status reports to the County on at least a bi-annual basis or more frequently if requested, and other reports as may be required.
- B. The Subrecipient Agency agrees to maintain racial, ethnic, gender, disability, family status, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project, and to submit this information to the County within 30 days of a request from the County. Subrecipient Agency agrees to maintain any other information and meet reporting requirements required by and further detailed in the appendices attached herein, and hereby incorporated by reference.
- C. The Subrecipient Agency agrees to keep all necessary books and records, including property, permits, licenses, income qualification, personnel and financial records in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. If the Subrecipient Agency expends \$750,000 or more in combined federal assistance during its fiscal year, it agrees to obtain either a single audit or a program-specific financial audit conducted in accordance with OMB SuperCircular 2 CFR §200.
- D. The Subrecipient Agency agrees that the County or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project at any time.
- E. The Subrecipient Agency hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than four (4) years after the project terminates and grants the County the option of retention of the project records, books, papers and documents.

- F. The Subrecipient Agency agrees to obtain all necessary permits for intended improvements or activities.
- G. The Subrecipient Agency agrees to pay for any federal environmental review process costs associated with activities receiving \$50,000 or more in Community Development Block Grant program funds and requiring a level of environmental review including: Categorically Excluded Subject to Section 58.5, Environmental Assessment, or Environmental Impact Statement, unless waived by the Director.
- H. The Subrecipient Agency agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.
- I. The Subrecipient Agency agrees to conduct affirmative marketing for housing and services provided through this funding. Affirmative marketing activities include, but are not limited to, methods of advertising and community outreach, that are designed to reach persons who are least likely to apply for the program. In order to reach persons who are least likely to apply, the Subrecipient Agency may need to conduct marketing in formats that are accessible for persons with disabilities and in languages other than English.
- J. The Subrecipient Agency hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient Agency who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.
- K. The undersigned person signing as an officer on behalf of the Subrecipient Agency, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Subrecipient Agency and to bind the same to this Agreement, and, further that said Subrecipient Agency has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.
- L. The County shall not be responsible or liable for any claims, losses, debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient Agency, its staff or clientele; and the Subrecipient Agency hereby agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged, debts, and/or obligations. No payment, however, final or otherwise, shall operate to release the Subrecipient Agency from any obligations under this Contract.
- M. The Subrecipient Agency hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with

disabilities, and agrees to defend, hold harmless, and indemnify the County from and against any and all liability for any noncompliance with any law on the part of the Subrecipient Agency.

- N. Nothing contained in this Agreement is intended to, or shall be construed in any manner to create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient Agency by virtue of this contract be an employee of the County for any purpose whatsoever, nor shall any employee of the Subrecipient Agency be entitled to any of the rights, privileges, or benefits of County employees. The Subrecipient Agency shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient Agency assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.
- O. The Subrecipient Agency agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.
- P. The Subrecipient Agency should procure and maintain Commercial General Liability insurance with limits of not less than \$1,000,000 (\$2,000,000 in the aggregate) per occurrence naming the County of Marin as additional insured.

9. Special Terms and Conditions

- A. It is expressly understood and agreed that either party shall have the right to terminate its continued participation pursuant to this Agreement or reduce the compensation amount upon 30 days written notice to the other party, subject to the limitations that follow. The Subrecipient Agency may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accountings provided for herein shall be rendered whether or not falling due within the contract period. Additionally, County shall not be under any further obligation, including any additional payments, to the Subrecipient Agency following termination.
- B. Further, the County reserves the right to terminate this contract upon written notification to the Subrecipient Agency without 30 days prior written notice, under any of the following conditions:
  - 1) Notification by HUD to the County that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
  - 2) Notification by HUD to the County that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or
  - 3) Written notification from HUD to the County that the program funds made available to the County are being curtailed, withdrawn, or otherwise restricted.



C. The County also reserves the right to terminate this Contract or to reduce the contract compensation amount without 30 days written notice if the Subrecipient Agency:

- 1) Fails to file required reports or to meet project progress or completion deadlines;
- 2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with OMB SuperCircular 2 CFR §200;
- 3) Expends funds under this Agreement for ineligible activities, services or items;
- 4) Implements the project prior to notification from the County that the federal environmental review process has been completed;
- 5) Violates Labor Standards requirements; or
- 6) Fails to cure and comply with written notice from the County of substandard performance under the terms of this Agreement and fails to cure and comply with specified remedy requirements within the time frame provided.

#### 10. Other Provisions

##### A. Equal Employment Opportunity

The following provisions (1) and (2) are applicable to all contracts and subcontracts; provisions (3) through (7) are applicable to all non-exempt construction contracts and subcontracts which exceed \$10,000:

During the performance of this contract, the Subrecipient Agency agrees as follows:

- 1) The Subrecipient Agency shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient Agency shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Subrecipient Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Subrecipient Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

- 3) The Subrecipient Agency 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 advising the said labor union or workers' representatives of the Subrecipient Agency's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Subrecipient Agency will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the County, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Subrecipient Agency will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Subrecipient Agency's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subrecipient Agency may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.
- 7) The Subrecipient Agency will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient Agency will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event an Subrecipient Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient Agency may request the United States to enter into such litigation to protect the interests of the United States.

#### B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with County policy and all requirements imposed by or pursuant to the Regulations of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any

program or activity funded in whole or in part with Community Development Block Grant program funds.

Specific (not exclusive) Discriminatory Actions Prohibited:

The Subrecipient Agency may not directly or through contractual or other arrangements, on the ground of race, color, creed, religion, sexual orientation, ancestry, national origin, marital status, familial status, age, handicap, disability, sex or any other basis prohibited by applicable law:

- 1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
- 2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.
- 3) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
- 4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
- 5) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.
- 6) Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

C. Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

The Subrecipient Agency will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When an Subrecipient Agency utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

If an Subrecipient Agency solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.

The Subrecipient Agency will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with County policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, sexual orientation, ancestry, national origin, marital status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient Agency will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, the Subrecipient Agency and all subcontractors engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journeyworkers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient Agency is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient Agency shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient Agency of its obligation, if any, to require payment of the higher rates.

F. Tenant Protection Standards

All housing providers using Community Development Block Grant program resources for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Agreement are subject to federal, state, and County laws regulating tenant protections and are precluded from raising rents in excess of five-percent (5%) during a 12 month period, at any time in which an Assignment of Proceeds and Grant of Lien is held on the property.

G. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-234). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

H. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed \$100,000).

The Subrecipient Agency shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

I. Provision of the Hatch Act.

Neither the Subrecipient Agency program nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code, or any revisions thereto.

J. Lead-Based Paint.

Any grants or loans made by the Subrecipient Agency for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards including those listed under 24 CFR Part 35. Subrecipient Agency will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

K. Special Assessments.

The Subrecipient Agency will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 5306 of the Housing and Community Development (HCD) Act of 1974 or with amounts resulting from a guarantee under Section 5308 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 5306 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 5306 of the Act to comply with the requirements of subparagraph (1).

L. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses

The Subrecipient Agency will comply with the "County of Marin Community Development Block Grant Program Plan for Minimizing the Displacement of Persons As a Result of Community Development Block Grant Funded Activities" and the "County of Marin Community Development Block Grant Program Residential Antidisplacement and Relocation Assistance Plan." The Subrecipient Agency will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the Subrecipient Agency will not cause either temporary or permanent involuntary displacement of persons or businesses. If the Subrecipient Agency causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with the County's "Plan to Assist Persons Actually Displaced by Community Development Block Grant Activities," and Subrecipient Agency shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Subrecipient Agency hereby agrees to defend, to pay, and to indemnify the County from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

M. Lobbying Restrictions

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of this paragraph L 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

N. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

COUNTY OF MARIN

CITY OF SAN RAFAEL

\_\_\_\_\_  
Katie Rice  
President Board of Supervisors

\_\_\_\_\_  
Jim Schutz  
City Manager

"County"

"Subrecipient Agency"

ATTEST:

ATTEST:

\_\_\_\_\_  
Deputy Clerk of the Board

\_\_\_\_\_  
Lindsay Lara, City Clerk

MASTER FORM  
APPROVED AS TO FORM:  
*Tarisha K. Bal*  
(Original signature is on file.)  
*Tarisha K. Bal*  
Deputy County Counsel

APPROVED AS TO FORM:  
\_\_\_\_\_  
Robert F. Epstein, City Attorney

**APPENDIX A**  
**PROJECT AREA**

The project locations are the 400 Canal Pump Station: APN 008-020-02, 400 Canal Street and Kerner Pump Station: APN 009-021-06, north of 3774 Kerner Blvd. Both are city-owned property. These pump stations represent two of the five pump stations that serve the drainage system for the Canal neighborhood of San Rafael located east of the 580/101 freeway and south of the canal within the City of San Rafael.

**APPENDIX B**  
**GOALS, OBJECTIVES AND TASKS**

The City of San Rafael Department of Public Works will use Community Development Block Grant funds to support pump station improvements by replacing the standby generators at the two pump stations. The generators, which were installed in 1984, have reached the end of their useful life. One is inoperable. Both will be replaced with new generators that meet current emission standards. Other proposed work includes replacement of the electrical transfer switches and replacement of a corroded trash grate at the 400 Canal Street pump station. The existing pumps and other equipment are in good condition and will not be replaced.

Based on census tract information, the Canal area population is 80% Hispanic, with minorities of Caucasian and Asian descent. More than 80% of the people who live in this area are considered moderate, low, very low, and extremely low-income persons. Completion of the Canal Area Pump Station Improvement Project will help ensure that this community continues to receive flood protection from the drainage system in this area.

**APPENDIX C**  
**ALLOCATION OF FUNDS**

<b>TOTAL</b>	<b>\$184,008</b>
Generators, materials, and installation	\$184,008

The Housing and Federal Grant Planning Manager, or their designee, reserve the right to reallocate funds in service of the program goals and objectives.

**APPENDIX D**  
**DELIVERABLES**

**Affirmative Marketing Plan**

Prior to the final disbursement of grant funds the Subrecipient Agency must submit to the County for review and approval, an assessment of previous affirmative marketing activities or an updated affirmative marketing plan responding to findings of previous efforts to ensure the project reaches protected classes that would be least likely to access and benefit from the project.

**Reporting**

Two (2) reports will be due annually beginning when this agreement is executed and until the project is deemed complete by the County. Reports will be due by January 31<sup>st</sup>, covering July 1<sup>st</sup> through December 31<sup>st</sup>, and by July 31<sup>st</sup>, covering the entire year. If invoices are submitted in between reporting periods, Subrecipient Agency will be required to provide a project update.



Reporting by the Subrecipient Agency will include, but not be limited to, providing data on the project's progress, beneficiaries, funding category specific requirements, and affirmative outreach and marketing activities to promote increased participation by members of protected classes.

The Subrecipient Agency will report annually on Minority Owned Business and Woman Owned Business engaged during the completion of activities contracted for, using HUD Form 2516, as specified by section 10(C) of this contract. The report is due July 31<sup>st</sup>, covering the 12 months of July 1st - June 30th unless otherwise indicated by staff.

**Use of Facilities**

If, for any reason, the Subrecipient Agency does not operate the facilities providing the activities listed in Appendix B for a period of five years after the completion of the rehabilitation funded under this Agreement, Subrecipient Agency agrees to reimburse County for all amounts spent under this Agreement, in accordance with 24 CFR 570.503(b)(7).