



**CITY OF
COVINGTON
KENTUCKY**

CITY OF COVINGTON, KENTUCKY REQUEST/APPLICATION FOR FUNDING

**FOR HOMELESS ASSISTANCE PROGRAMS: PROVIDING
TEMPORARY SHELTER, PERMANENT HOUSING AND/OR
SUPPORTIVE SERVICES FOR THE HOMELESS
POPULATION**

**COMMUNITY DEVELOPMENT BLOCK GRANT-
CORONAVIRUS FUNDS (CDBG-CV)**

**Issue Date:
November 09, 2020**

**Issuing Department:
Neighborhood Services Department
20 West Pike Street
Covington, KY 41011**

Homeless Assistance Programs to Respond to the Coronavirus (COVID-19)

The City of Covington received a supplemental allocation to our Community Development Block Grant (CDBG) funds that **must** be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was enacted on March 27, 2020, to respond to the growing effects of this public health crisis. The CARES Act will provide Community Development Block Grant Coronavirus (**CDBG-CV**) funds to the City from the U.S. Department of Housing and Urban Development (HUD). The City has initially allocated \$300,000 from these funds for homeless assistance programs.

The CARES Act eliminates the 15 percent cap on the amount of grant funds that can be used for public service activities; however, all activities must adhere to CDBG guidelines, 24 CFR Section 570.201(e), and shall seek to prioritize the needs of low- and moderate-income persons adversely affected by the coronavirus. CDBG-CV funds must be used for activities that are carried out to prevent, prepare for, and respond to coronavirus.

The City is requesting proposals from non-profits and other eligible entities for participation in CDBG-CV homeless assistance programs. These programs intend to address the shortage of available homeless housing and homeless supportive services caused by social distancing requirements and increases in the homeless population due to COVID-19. Homeless assistance programs include: emergency housing, temporary housing, permanent housing, supplying food and/or meals, health services, housing services, and other supportive services provided to the homeless population. Applicants must be non-profit agencies that provide these types of services.

The City will accept proposals from qualified and experienced entities that provide these types of services. Funds may be used for a variety of homeless assistance programs, but the assistance must be in response to COVID-19.

CDBG-CV grants will be subject to oversight, reporting, and requirements that each grantee have adequate procedures to prevent the duplication of benefits which means grant funds may not be used to pay costs if another source of financial assistance is available to pay that cost. A duplication of benefits occurs when an entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance.

All funds must be used in the City of Covington **only** and must meet a HUD National Objective by benefitting low to moderate income persons. Homeless assistance programs can be targeted to low to moderate income households directly using the Limited Clientele Benefit which targets a specific group of people, 51% of which are low to moderate income.

Entities that are awarded funding will be required to enter into a sub-recipient agreement for the provision of requested services. This agreement will outline the roles and responsibilities of the entity to carry out a CDBG-CV funded program. A sample sub-recipient agreement is attached as Exhibit D. Recipients will also be required to adhere to the Uniform Administrative

Requirements for Federal Awards outlined in 24 CFR Part 200. Entities must also be registered in the System for Award Management (SAM.gov) prior to any award of funds.

Recipients of funding will be required to maintain accurate records documenting the prevention of, preparation for, or response to the coronavirus **and** records documenting targeted populations and/or areas being served by the program or project. Recipients will provide quarterly reports to the City demonstrating that the above eligibility requirements are being satisfied. Recipients must collect and track data elements associated with the program funding.

Request/Applications for Funding Proposals Details and Submission Format

Issue Date: 11/09/2020

Title: Homeless Assistance Programs: providing temporary shelter, permanent housing and/or supportive services for the homeless population

Issuing Department: City of Covington
Neighborhood Services Department
20 West Pike Street
Covington, KY 41011

Contact: Jeremy Wallace
Federal Grants Manager
(859) 292-2147
jwallace@covingtonky.gov

Proposals must be submitted in an electronic version **only** and sent to: jwallace@covingtonky.gov

RESPONSES MUST BE SUBMITTED BY: 4:00 p.m., November 25, 2020. A submission received after this date and time will be considered non-responsive. Proposals will be reviewed by a committee of City staff. Proposals will be scored based on the scoring criteria in Exhibit A and will be funded based on highest scoring proposal(s) and availability of funds. The Board of Commissioners reserves the right to reject any and all proposals.

Prepare your Proposal in a clear, comprehensive and concise manner. Remember to **include all requested information** and provide sufficient documentation to ensure fair consideration of your proposal.

The proposal shall contain, at a minimum, the following information:

1. Applicant/Agency Information

- Name, address, telephone, federal tax ID #, DUNS #
- Non-Profit designation (include 501(c)(3) letter) or other designation
- Name of principal contact person(s), title(s), email address(s)
- List of Board of Directors/Articles of Incorporation/Bylaws

- Board Authorization to Request Funds (if not authorized by due date of submittal, reference that authorization is in process)
- Attach SAM.gov proof of registration if not already registered in the system (SAM registration instructions outlined in Exhibit C)

2. Organizational Capacity

- Length of time entity has been operating in its current form
- Length of time entity has been operating homeless assistance programs
- Number of staff dedicated to working on homeless assistance programs
- List of key personnel who will be administering the program (include staff resumes)
- Experience working with Covington residents and serving Covington neighborhoods
- Experience utilizing any federal funding sources i.e. CDBG
- Experiences with reporting, monitoring, and/or record-keeping compliance requirements with CDBG or other funding agencies
- Financial Capacity: Describe the current operating budget, itemizing revenues, and expenses, funding sources, fiscal management, including financial reporting, record keeping, accounting systems, payment procedures, and audit requirements (include most recent year financial statements and audit)

3. Project Description

- Project/Program name
- Detailed narrative of the existing or proposed homeless assistance project/program design
- Activities that will be undertaken/Work that will be performed/Services that will be provided
- Implementation timeline (how soon can the project begin?)
- Project/Program timeline
- Community needs that will be addressed (include a description of how the project/program is in direct response to COVID-19)
- Outreach strategy and efforts
- Primary goals and objectives of the project/program
- Program/project evaluation (explain how the goals, objectives and outcomes of the project/program will be tracked for reporting purposes)
- Detailed description of how assistance will be targeted to the City of Covington **only**
- Estimated number of people/families that will be served by the project/program

4. CDBG-CV National Objective

- Describe how the project/program will directly benefit the homeless population in order to meet a HUD National Objective
- The homeless population is presumed by HUD to be predominantly low to moderate income persons. The Limited Clientele national objective should be utilized.

5. Budget/Funding Request

- Provide a detailed budget for the proposed project/program including personnel costs, overhead and operating costs
- Provide a detailed account of all funding sources for the project/program
- Provide a detailed justification for the need for CDBG-CV funds (applicants must document that costs are not or will not be covered by another funding source)
- Amount of CDBG-CV funds requested

EXHIBIT A

Proposals will be ranked based on the following scoring criteria:

| | |
|--|-----------|
| Completeness of Application | 10 points |
| Detailed Project/Program Description | 15 points |
| Implementation Timeline/Readiness to Proceed | 10 points |
| Experience and Capacity of the Agency | 15 points |
| Need for the Project/Program and CDBG-CV Funds | 15 points |
| Benefit to Low and Moderate Income Persons | 10 points |
| Overall Benefit to the Community/Needs Addressed | 15 points |
| Goals/Objectives/Outcomes | 10 points |

EXHIBIT B

CDBG-CV NATIONAL OBJECTIVES

Project or Program must meet this CDBG National Objective of Benefitting Low and Moderate Income Persons. Outlined below are the various methods to determine if an activity is eligible for CDBG-CV funding.

Activities benefiting low- and moderate-income persons

a) **Area benefit activities**

An activity, the benefits of which are available to ***all*** the residents in a particular area, where at least 51 percent of the residents are low- and moderate-income persons. The service area must be primarily residential, and the activity must meet the identified needs of low- and moderate-income persons. A project or program serving all residents of the City of Covington qualifies under this category. If the project or program targets specific neighborhoods, contact the City to verify that the targeted service area meets this requirement.

b) **Limited clientele activities**

(1) An activity that benefits a limited clientele, at least 51 percent of whom are low- and moderate-income persons. The activity must meet one of the following qualifying criteria:

(a) The activity must exclusively serve a group of persons in any one or a combination of categories generally presumed to be principally low and moderate income: abused children, battered spouses, elderly persons, adults meeting the definition of “severely disabled” in the Bureau of Census’s Current Population Reports, homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; or

(b) Information must be required on family size and income to document that at least

51 percent of the clientele are persons whose family income does not exceed Section 8 low- and moderate-income limits; or

(c) The activity must have income eligibility requirements that limit the activity exclusively to low- and moderate-income persons; or

(d) The activities must be of such nature and in such location that it may be reasonably concluded that the activity's clientele will primarily be low- and moderate-income persons.

Quick Start Guide for Contract Registrations

Helpful Information

What is an Entity?

In SAM, your company/business/organization is referred to as an "Entity." You register your entity to do business with the U.S. Federal government by completing the registration process in SAM.

SAM is the official **free, government-operated website** – there is NO charge to register or maintain your entity registration record in SAM.

What do I need to get started?

- 1. DUNS Number:** You need a Data Universal Numbering System (DUNS) Number to register your entity in SAM. DUNS Numbers are unique for each physical location you are registering. If you do not have one, request a DUNS number for **free** to do business with the U.S. Federal government by visiting Dun & Bradstreet (D&B) at <http://fedgov.dnb.com/webform>. It takes no more than 1-2 business days to obtain a DUNS Number.
- 2. Taxpayer Identification Number:** You need your entity's Taxpayer ID Number (TIN) and Taxpayer Name (as it appears on your most recent tax return). Foreign entities that do not pay employees within the U.S. do not need to provide a TIN. Your TIN is usually your Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS). Sole proprietors may use their Social Security Number (SSN) assigned by the Social Security Administration (SSA) as their TIN, but are strongly encouraged to obtain a free EIN from the IRS by visiting: <http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/How-to-Apply-for-an-EIN> Allow approximately two weeks before your new EIN is ready for use when registering in SAM.
- 3.** All non-Federal entities must mail an original, signed notarized letter to the Federal Service Desk within 60 days of activation.

Steps for Registering

1. Type www.sam.gov in your Internet browser address bar.
2. Select Log In to complete authentication and create an account.
3. On the My SAM page select Entity Registrations and then select Register New Entity.
4. Select your type of Entity.
5. If you are registering in SAM.gov so you can conduct business with the government through contracts, select "I want to be able to bid on federal contracts or other procurement opportunities. I also want to be able to apply for grants, loans, and other financial assistance programs."
6. Complete the Core Data section:
 - Validate your DUNS Number information.
 - Enter Business Information (TIN, etc.) This page is also where you create your Marketing Partner Identification Number (MPIN). Remember your MPIN as it will serve as your electronic signature for the IRS Consent to Disclosure of Tax Information on the following page.
 - Enter your CAGE Code if you have one. CAGE codes are tied to DUNS Numbers and cannot be reused. Don't worry if you don't have a CAGE Code for the DUNS Number you are registering: one will be assigned to you after your registration is submitted. Foreign registrants must enter their NCAGE Code before proceeding.
 - Enter General Information (business types, organization structure, etc.) about your entity.
 - Provide your entity's Financial Information, i.e. U.S. bank Electronic Funds Transfer (EFT) Information for Federal government payment purposes. Foreign entities do not need to provide EFT information.
 - Answer the Executive Compensation questions.
 - Answer the Proceedings Details questions.
 - Provide your public search authorization.
7. Complete the "Assertions" section:
 - Enter your entity's goods and services using NAICS Codes and PSCs.
 - Enter your entity's size metrics.
 - Enter optional Electronic Data Interchange (EDI) information.
 - Enter optional Disaster Response Information.
8. Complete the Representations & Certifications section, which is comprised of the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) provisions/clauses, Architect-Engineer Responses (SF330 Part II), and the Financial Assistance response page.
9. Complete the Points of Contact section: Your Electronic Business POC is integral to the procurement process. Your Government POC will be used by other government systems, such as the CAGE program, when they contact you. List someone with direct knowledge of this registration for both of those POCs.
10. Make sure to select Submit after your final review. You will get a Registration Submitted - Confirmation message on the screen. If you do not see this message, you have not submitted your registration.

Allow up to 12-15 business days after you submit before your registration is active in SAM.

For FREE help registering in SAM, contact the supporting Federal Service Desk (FSD) at <https://www.fsd.gov/>



EXHIBIT D

**** SAMPLE AGREEMENT – SUBJECT TO CHANGE ****

HOMELESS ASSISTANCE PROGRAMS SUBRECIPIENT AGREEMENT

This **AGREEMENT** (the “Agreement”) is entered into this ____ day of _____, 2020 (the “Effective Date”), by and between the **CITY OF COVINGTON, KENTUCKY**, a Kentucky municipal corporation of the home rule class (the “City”), and **SUBRECIPIENT**, a Kentucky _____ with a principal office of _____ (the “Subrecipient”) pursuant to the City of Covington Food Assistance Program (the “Program”).

BACKGROUND

1. As authorized by the CARES Act, the City of Covington has received a supplemental allocation in Community Development Block Grant funds that must be used to prevent, prepare for, and respond to the coronavirus (COVID-19) crisis.
2. The City has allocated a portion of these funds for homeless assistance programs serving Covington citizens.
3. The Program seeks to work with non-profits and other eligible entities in providing homeless assistance programs to address insufficient homeless housing units and homeless services caused by social distancing requirements and other effect of the COVID-19 pandemic.
4. Subrecipient has applied for Program funds in order to provide homeless assistance services under the Program.
5. Upon receipt and approval of Subrecipient’s application the City has agreed to award _____ to Subrecipient.
6. The disbursement of the funds and continued participation in the Program is conditioned upon Subrecipient’s continuing compliance with this Agreement and all local and federal guidelines concerning the use of the funds awarded.

Accordingly, the parties acknowledge and agree as follows:

STATEMENT OF THE AGREEMENT

I. SCOPE OF SERVICE

A. Activities

The Subrecipient has provided a proposal for the Program, attached hereto as Exhibit A. The Subrecipient will be responsible for administering the Program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds as described in this Agreement and the Request for Applications relating to the Program published on _____. This Program will include the following activities eligible under the Community Development Block Grant program (the “Activities”):

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Program Delivery

Activity #1 *[Complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, how they are to be provided]*

Activity #2 *[Same description as above]*

Activity #3 *[Same description as above]*

General Administration

[Add description of general administrative services to be performed in support of activities noted above]

For purposes of clarity, any activity listed in Exhibit A that is not approved as one of the authorized Activities above, is not part of the Program Activities.

B. National Objectives

The Activities funded with CDGB funds must meet one of the CDBG program's National Objectives: i) benefit low- and moderate-income persons; ii) aid in the prevention or elimination of slums or blight; or iii) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the Activities carried out under this Agreement will meet [indicate which National Objective]. Briefly describe how this National Objective will be met.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as persons or households assisted or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

| <u>Activity</u> | <u>[Services Provided per Month]</u> | <u>[Total/Year]</u> |
|-------------------------------------|--------------------------------------|---------------------|
| Activity #1 | | |
| Activity #2 | | |
| Activity #3 | | |
| [Add other activities as necessary] | | |

D. Staffing

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[Provide list of staff and time commitments to be allocated to each activity specified in I.A. above.]

A City might include the following provision if it felt among the Subrecipient’s staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

“Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the City.”

E. Performance Monitoring

The City will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the ____ day of _____, 20__ and end on the ____ day of _____ of 20__ (the “Term”). Subrecipient shall complete the Activities within the Term.

III. BUDGET

The Project is approved under the following budget.

| <u>Line Item</u> | <u>Amount:</u> |
|-----------------------------|-----------------|
| Salaries | \$ _____ |
| Fringe | _____ |
| Office Space (Program only) | _____ |
| Utilities | _____ |
| Communications | _____ |
| Reproduction/Printing | _____ |
| Supplies and Materials | _____ |
| Mileage | _____ |
| Audit | _____ |
| Other (Specify) | _____ |
| Indirect Costs (Specify) | _____ |
| TOTAL | \$ _____ |

The City 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

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the form and content prescribed by the City. Subrecipient shall not deviate from the budget without an first receiving an amendment to the budget which must be approved in writing by both the City and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$_____ (the “Program Funds”). Payments shall be made on a reimbursement basis, meaning costs must be actually incurred, but not necessarily previously paid by Subrecipient. Reimbursements for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be reimbursed per the line item budgets specified in Paragraph III 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 24 CFR 84.21.

V. NOTICES

All notices permitted or required to be given under this Agreement shall hand delivered or deposited in the United States Mail, sent by first class postage, to:

If to City:
City of Covington
Attn: City Manager
20 W. Pike Street
Covington, KY 41011

If to Subrecipient:

Notices sent in accordance with this section shall be deemed received three business days after deposited in United States Mail with first class postage.

VI. GENERAL CONDITIONS

Subrecipient shall comply with the following general conditions. The terms “contract” and “Agreement” are used interchangeably in this section.

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,

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except that (1) the Subrecipient does not assume the recipient'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.

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. The City 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.

C. Workers' Compensation

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

D. Insurance & Bonding

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

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.304 and 200.310, Bonding and Insurance.

E. City Recognition

The Subrecipient shall insure recognition of the role of the City 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.

F. Suspension or Termination

In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement for cause 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

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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 24 CFR 85.44, this Agreement may also be terminated for convenience 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, no future reimbursements will be permitted, and any unused amounts must be expended within 30 days or remitted to City

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200.302-303 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 200.400-475, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. 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 National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;

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- d. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- e. Financial records as required by 2 CFR 200.302-303; and
- f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. The retention period begins on the date of the submission of the City'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.

3. Close-outs

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: final reporting of activities and outcomes to the City, 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. 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.

4. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, Inspectors General, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning subrecipient audits and 2 CFR 200.336.

C. Reporting and Payment Procedures

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1. Payment Procedures

The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements.

2. Progress Reports

The Subrecipient shall submit quarterly Progress Reports to the City in the form, content, and frequency as required by the City.

D. Procurement

1. Compliance

The Subrecipient shall comply with current City procurement policies, which Subrecipient acknowledges receipt of, concerning the purchase of supplies as defined in the policies. Subrecipient 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, supplies, etc.) shall revert to the City upon termination of this Agreement.

2. 2 CFR 200 Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200.

E. Debarment and Suspension

The project related to the procurement notice and this Agreement is a federally funded project. In order to respond to this procurement notice, all non-federal entities, contractors, sub-recipients and sub-grantees are required to register in the System for Award Management (SAM) database. SAM is the official free, government operated website. There is NO charge to register or maintain your entity registration record in SAM. All contractors must be registered in SAM prior to receiving an award of contract from the City of Covington. In SAM, your company/business/organization is referred to as an "Entity". You must register your entity to do business with the U.S. Federal government by completing the registration process in SAM. Detailed instructions for how to register your company/business/organization can be found on

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the last page of this attachment, “Quick Start Guide for Contract Registrations”. Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Chapter 37 of the Covington Code of Ordinances 1984 edition, Kentucky Revised Code Chapter 334, 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.

2. 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.

3. 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 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.

B. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto.

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2. Subcontracts

a. Approvals

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

b. Monitoring

The Subrecipient 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 noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. Any authorized subcontractor shall agree to be bound to the terms and conditions of this contract to the same extent as Subrecipient.

d. Selection Process

The Subrecipient shall undertake to ensure 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. Executed copies of all subcontracts shall be forwarded 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 of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, 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

EXHIBIT D

**** SAMPLE AGREEMENT – SUBJECT TO CHANGE ****

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 City, the Subrecipient, or any designated public agency.

IX. JURISDICTION AND VENUE

This Agreement shall be construed under the laws of the Commonwealth of Kentucky, regardless of any choice of law principle. Any dispute related to this Agreement shall be brought in the state or federal courts situated in Kenton County, Kentucky.

X. THIRD PARTY-BENEFICIARIES

This Agreement shall not create any rights or causes of action against the City for any third-party, including employees of the Subrecipient and/or the Subrecipient’s landlord or clients.

XI. AMENDMENTS

The parties may amend the terms of this Agreement and any such amendments must be in writing and signed by both parties.

XII. INDEMNIFICATION

Subrecipient shall indemnify the City and hold the City harmless for any and all claims, demands, rights, actions, complaints, suits, notices of breach, evictions, violations, debts, damages, and causes of action of whatever type or nature, whether legal or equitable arising from this Agreement. This shall include, but not be limited to, damages or penalties related to Subrecipients improper or fraudulent use of the Program Funds, claims of injury or death by Subrecipients clients due to food borne illnesses or other injury.

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**** SAMPLE AGREEMENT – SUBJECT TO CHANGE ****

XIII. TAXES

Subrecipient acknowledges that any tax consequences or determination relating to the Program Funds shall be the sole responsibility of the Subrecipient. Subrecipient agrees that City shall have no liability to Subrecipient or any third party for any tax consequences resulting from this Agreement.

XIV. 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.

XV. SECTION HEADINGS AND SUBHEADINGS

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.

XVI. WAIVER

The City'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 City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XVII. INTERPRETATION

If there are any conflicts between this Agreement and the exhibits hereto, this Agreement shall prevail.

XVIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City 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 City and the Subrecipient with respect to this Agreement.

[SIGNATURE PAGE FOLLOWS.]

EXHIBIT D

**** SAMPLE AGREEMENT – SUBJECT TO CHANGE ****

IN WITNESS WHEREOF, the parties hereto, have subscribed their names below:

CITY OF COVINGTON, KENTUCKY

Joseph U. Meyer, Mayor

SUBRECIPIENT:

_____ [Sign]
BY: [Print name]
ITS: [Title]