

RESOLUTION
(43-2020)

A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND FOR RECEIVING A PORTION OF THE CARES ACT FUNDS DISTRIBUTED TO THE CITY OF PORTLAND.

WHEREAS, the United States Congress through its Coronavirus Aid, Relief and Economic Security (CARES) Act provided the City of Portland \$128,401,261 for specific COVID-19 pandemic related expenditures, and

WHEREAS, the State of Oregon has chosen to not provide any CARES Funds designated for local governments to the cities in Washington and Multnomah Counties because those Counties received direct appropriations under the CARES Act, and

WHEREAS, the City of Portland City Commission has approved the sharing of \$5 million in CARES funds with the five additional cities in Multnomah County, and

WHEREAS, whereas it has been agreed by the City of Portland that the City of Fairview's share based on both population and need shall be 314,553.74, and

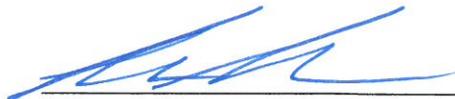
WHEREAS, the City of Portland is requesting that the City of Fairview sign the Intergovernmental Agreement attached as Exhibit A as a requirement to receive CARES Funds.

NOW, THEREFORE, BE IT RESOLVED BY THE FAIRVIEW CITY COUNCIL AS FOLLOWS:

Section 1 The Fairview City Council authorizes the City Administrator to sign the Intergovernmental Agreement, attached as, Exhibit A, with the City of Portland for receipt of CARES Funds.

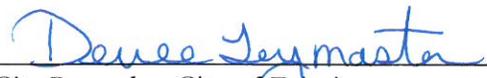
Section 2 This resolution is and shall be effective from and after its passage by the City Council.

Resolution adopted by the City Council of the City of Fairview, this 2nd day of September, 2020.



Mayor, City of Fairview
Brian Cooper

ATTEST



City Recorder, City of Fairview
Devree Leymaster

9-2-2020

Date

Please note: Blue highlighted to be changed

Red ink to be completed. Delete red text afterwards.

Exhibit A

INTERGOVERNMENTAL AGREEMENT (TEMPLATE)

City of Portland and CITY NAME

Contract # 12345678

This INTERGOVERNMENTAL AGREEMENT ("Agreement"), effective Month 00, 2020 ("Effective Date") is between the City of Portland, Oregon, hereafter referred to as "CITY" and ENTITY NAME, hereafter referred to as "GRANTEE" or "SUBRECIPIENT." CITY and GRANTEE may be referred jointly in this Agreement as the "Parties" and individually as a "Party."

RECITALS: Enter recitals below. The information below is an example from a actual grant agreement.

1. The City, under Ordinance # 123456, approved to accept and appropriate \$128,401,261 in 2020 Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funds and delegate authority to the Program Bureau Directors to execute contracts and agreements funded under the program.
2. As a result of the dire economic conditions that Portlanders are facing, the City has determined that it is necessary to use federal funds to develop a "PDX-CARES" relief package to support the individuals, families, businesses and nonprofits facing extreme hardships as a result COVID-19 pandemic and the resulting economic downturn.
3. PDX-CARES relief programs shall be used to assist Portland's most vulnerable populations and to the maximum extent possible, priority shall be given to Black, Indigenous and People of Color (BIPOC) families and individuals, BIPOC businesses, homeless and houseless communities, and people with disabilities.
4. As a result of our Multnomah County municipal partners not being eligible to receive any CARES Act Coronavirus Relief Funds, the City has determined that a "PDX-CARES" relief package is necessary to assist East Multnomah County cities in mitigating the impacts of COVID-19.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I - SCOPE OF WORK/OUTCOME MEASURES

GRANTEE shall implement the the scope of work as described in:

- EXHIBIT A: Scope of Work and Timeline,
- EXHIBIT B: Budget, and
- EXHIBIT C: Reporting and Data Collection.

Exhibits A, B, and C attached to this Agreement are incorporated by referece.

ARTICLE II - AGREEMENT PERIOD

This Agreement shall will terminate on December 30, 2020 unless extended in conformance with Article V, Section G or terminated in conformance with Article V, Sections A-E. Expenses incurred between **March 1, 2020** and December 30, 2020 are eligible expenses for the grant funds reimbursement.

ARTICLE III - SPECIFIC CONDITIONS OF THE AGREEMENT

- A. Administrative Requirements: The GRANTEE is a subrecipient of Federal CARES Act funding and shall comply with the obligations contained in EXHIBIT D: Subrecipient Administrative Requirements. Exhibit D attached to this agreement is incorporated by reference.
- B. CITY Project Manager: CITY appoints **enter City Project Manager** to act as its Project Manager with regard to this Agreement. CITY may, from time to time, designate another person to act as the City Project Manager and will inform GRANTEE in writing of any change in Project Manager.

City Project Manager
City of Portland, OMF/Grants Management Division
1120 SW 5th Ave., Suite 1250
Portland, OR 97204
City Project Manager Phone
City Project Manager email

- C. GRANTEE Project Manager: GRANTEE appoints **Organization Project Manager** to act as its Project Manager regarding this Agreement. GRANTEE may, from time to time, designate another person to act as the GRANTEE Project Manager and will inform CITY in writing of any change in Project Manager.

Insert Name of Organization Project Manager
Organization Name
Organization address
Project Manager Phone
Project Manager Email

- D. Billings/Invoices/Payment: The CITY Project Manager is authorized to approve work, billings, and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement. **The Final Invoice, using Attachment E. is due no later than thirty (30) days after the grant termination date.**
- E. Report: GRANTEE will complete and submit to the CITY Grant Manager the signed **Final PDX-CARES Progress Report, using Attachment F, no later than thirty (30) days after the grant termination date.**

ARTICLE IV -- PAYMENTS

- A. The amount of this PDX-CARES grant is **Amount here**. This is a cost reimbursable grant, meaning unless otherwise noted in EXHIBIT A, the GRANTEE will only be reimbursed for eligible expenses incurred. However, after the Intergovernmental Agreement becomes effective, GRANTEE may submit an invoice using CITY'S invoice template, included as Exhibit E, for costs incurred prior to execution of this Agreement or up to 50% **Amount of 50% payment here**) of the grant award to the CITY Grant Manager for approval and payment. If approved, the CITY will pay GRANTEE the amount of the invoice within thirty (30) days of the approval date. Subsequent payments will be made after review and approval of the monthly progress report and invoice, Attachment E; which is due on the 7th of each month from the date of the final agreement signature. If GRANTEE requested a third of the grant award upon execution, then subsequent payments will only be made after the GRANTEE submits eligible expenses that exceeds the amount requested. GRANTEE may submit periodic progress reports and requests for reimbursement of approved expenses in advance of the due dates.
- B. GRANTEE agrees to operate the program as described in the GRANTEE's Exhibit A and to expend funds in accordance with the approved budget, unless the GRANTEE receives prior written approval from the CITY'S Project Manager to modify the program or the budget. Requests for payment must be made using Exhibit E which is attached to this Agreement and incorporated by reference. Backup documentation to support eligible expenses is also required. Examples of backup documentation includes, but is not limited to payroll reports, timesheets, invoices, meeting agendas, sign in sheets, copies of checks, etc.
- C. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- D. Grant payments under this Agreement may be used only to provide the services or take the actions authorized by this Grant Agreement and shall not be used for any other purpose.
- E. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced at City's sole discretion.
- F. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the Project Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process. See Article III B. Records for retention period.
- G. Prevailing wages. State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for certain contracts that total \$50,000 and above. If

GRANTEE's project is subject to the prevailing wage requirements, GRANTEE will comply with the prevailing wage requirements of ORS 279C.800 through 279C.870 and any other applicable prevailing wage requirements contained in ORS 279C, Oregon administrative rules, or city code.

- H. Prevailing wage indemnity. GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS EMPLOYEES, OFFICERS, AND AGENTS, FROM AND AGAINST ANY CLAIM, SUIT, OR ACTION, INCLUDING ADMINISTRATIVE ACTIONS, THAT ARISE OUT OF GRANTEE'S FAILURE TO COMPLY WITH ORS 279C.800 TO 279C.870 AND ANY APPLICABLE ADMINISTRATIVE RULES OR POLICIES.

ARTICLE V -- GENERAL PROGRAM PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimated time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30-day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.

- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The Program Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Actions 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.

GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices, which state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this section in all other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

- I. Audit. CITY, either directly or through a designated representative, may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time during this Agreement and during the ten (10) year period established above in Article III.B. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which

GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.

J. Indemnification.

1. GRANTEE shall indemnify, defend, save and hold harmless the City and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 ("Claims"), to the extent such Claims are caused, or alleged to be caused, by the negligent or willful acts or omissions of GRANTEE its grantees or contractors or any of the officers, agents, employees or subcontractors of the grantee or contractor. It is the specific intention of the Parties that City shall, in all instances except to the extent Claims arise solely from the negligent or willful acts or omissions of the City, be indemnified from and against all Claims caused or alleged to be caused by the GRANTEE's grantee or contractor or subcontractors.
2. GRANTEE shall require its contractors and grantees that are not units of local government, as defined in ORS 190.003, to indemnify, defend, save and hold harmless the City and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or later defined in ORS 30.260 ("Claims"), to the extent such Claims are caused, or alleged to be caused, by the negligent or willful acts or omissions of GRANTEE's grantee or contractor or any of the officers, agents, employees or subcontractors of the grantee or contractor. It is the specific intention of the Parties that City shall, in all instances except to the extent Claims arise solely from the negligent or willful acts or omissions of the City, be indemnified from and against all Claims caused or alleged to be caused by the GRANTEE's grantee or contractor.

K. Insurance. GRANTEE shall require its grantees and contractors that are not units of local government, as defined in ORS 190.003, to obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

1. Workers' Compensation Insurance. GRANTEE's grantees and contractors performing work funded by this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE's grantees and contractors performing work funded by this Agreement shall maintain coverage for all subject workers for the duration of this Agreement.

In the event worker's compensation insurance coverage is due to expire during the term of this Agreement for any employers working under this agreement, GRANTEE shall require its grantees and contractors to timely renew their workers compensation insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE shall require its grantees and contractors to provide certificates of worker's compensation insurance as renewals of insurance occur.

2. Commercial General Liability Insurance: GRANTEE shall require its grantees and contractors to maintain commercial general liability insurance that covers claims, demands, actions, and suits for damage to property damage or bodily injury, including death, arising from GRANTEE's grantees' and contractors' work under this Agreement. The insurance shall provide coverage for not less than \$2,000,000 per occurrence.
3. Automobile Liability Insurance: GRANTEE shall require its grantees and contractors to maintain automobile liability insurance with coverage of not less than \$2,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with an excess or umbrella liability insurance policy.
4. Additional Insured: The liability insurance coverages required in this Section K, except Workers' Compensation shall name the City of Portland and its, officers, agents and employees as additional insureds, with respect to the GRANTEE's grantees' and contractors' operations funded by this Agreement. GRANTEE's grantees and contractors shall provide GRANTEE with proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document that demonstrates the City and Grantee are covered as additional insureds.. Coverage required by this Section K shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
5. Continuous Coverage; Notice of Cancellation: GRANTEE shall require its grantees and contractors to maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancelation, material change, potential exhaustion of aggregate limits, or non-renewal of coverage without thirty (30) days written notice to GRANTEE. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and GRANTEE shall require its grantee or contractor to provide a new policy with the coverage required by this Section K.

Any failure by GRANTEE to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

6. Certificate(s) of Insurance: GRANTEE's grantees and contractors shall provide proof of insurance through acceptable certificates of insurance and a CG 2026 additional insured endorsement form (or an equivalent blanket additional insured form) to GRANTEE on or before execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. Certificates must specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). GRANTEE's grantees and contractors shall not pay for any insurance deductibles or premiums with funds provided under this Agreement. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required.
- L. GRANTEE's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- M. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits. GRANTEE will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.
- N. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- O. Oregon Laws and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to its provisions regarding conflicts of law. Any litigation between CITY and GRANTEE arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- P. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax-exempt status during this Agreement. GRANTEE shall be Equal Employment Opportunity

(EEO) and Equal Benefits (EB) certified by CITY to be eligible to receive grant funds.

- Q. Severability. CITY and GRANTEE agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- R. Merger. This Agreement contains the entire agreement between CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained in this Agreement.
- S. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- T. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement and may only be enforced by the Parties.
- U. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- V. NOTICE: Notices to GRANTEE under this Intergovernmental Agreement shall be sent to GRANTEE at the following address:

Grant Contact Name, Title
Organization Name
Organization Address
Organization Phone
Email: Contact Email

NOTICE: Notices to CITY under this Intergovernmental Agreement shall be sent to CITY at the following address:

City Contact Name
City of Portland, OMF/Grants Management Division
1120 SW 5th Ave., Suite 1250
Portland, OR 97204
City Contact Phone
Email: City Contact Email

SIGNATURES:

CITY OF PORTLAND

GRANTEE

Name: _____
Title: _____
City of Portland, Oregon

Name: _____
Title: _____
GRANTEE Organization
Name

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney, City of Portland

ATTACHMENTS

- Exhibit A: Scope of Work, Timeline and Disbursement Schedule
- Exhibit B: Program Budget
- Exhibit C: Reporting & Data Collection Requirements
- Exhibit D: Subrecipient Administrative Requirements
- Exhibit E: Monthly Reporting & Payment Request Template
- Exhibit F: Final Financial Report
- Exhibit G: Subrecipient Risk Assessment

- Attachment 1: Coronavirus Relief Funds (CFR) Guidance (06/30/20) and FAQs (07/08/20)
- Attachment 2: OIG-CA-20-021: Coronavirus Relief Fund Reporting and Record Retention Requirements
- Attachment 3: OIG-CA-20-025: Coronavirus Relief Fund Reporting Requirements Update
- Attachment 4: Office of Equity & Human Rights Equity Toolkit

EXHIBIT A: SCOPE OF WORK & TIMELINE (TBD)
EXHIBIT B: BUDGET (TBD)
EXHIBIT C: REPORTING & DATA COLLECTION REQUIREMENTS (TBD)

EXHIBIT D: ADMINISTRATIVE REQUIREMENTS

Administrative Requirements. The GRANTEE is a subrecipient of Federal CARES Act Coronavirus Relief Funds and shall comply with the following requirements:

- A. **Publicity:** During the term of this Intergovernmental Agreement, GRANTEE shall use its best efforts to reference the City's "PDX-CARES relief funds" in publicity regarding the program that will be supported by the CITY's CARES Act Coronavirus Relief Funds (CRF).
- B. **Records:** GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or the guidelines set forth in ATTACHMENT 1: OIG-CA-20-021: Coronavirus Relief Fund Reporting and Record Retention Requirements. GRANTEE's must retain these records for ten (10) years after CITY makes final grant payment, GRANTEE has made final report, or the termination date of this Agreement, whichever is later. In addition, GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- C. **Financial Management.** GRANTEE shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- D. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to CITY within 30 days.
- E. **Cost Principles.** This award is excluded from 2 CFR 200 Subpart E - Cost Principles by statute. Funds may be used only in accordance with and for the purposes outlined in Exhibits A: Scope of Work, Timeline and Disbursement Schedule and Attachment 1: CFR Guidance and FAQs.
- F. **Performance Reporting.** GRANTEE must submit monthly Performance and Equity Reports as specified in Exhibit E during the term of this Agreement, or at each reimbursement request, whichever is sooner.
- G. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or GRANTEE, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, GRANTEE will submit completed Exhibit E on a monthly basis.

- H. **Closeout.** CITY will closeout this award when CITY determines that all applicable administrative actions and all required work have been completed by GRANTEE, pursuant to 2 CFR 200.343–*Closeout*. GRANTEE must liquidate all obligations incurred under this award and must submit all financial (Exhibits E & F), performance, and other reports as required by the terms and conditions of the Federal award and/or CITY, no later than 30 calendar days after the end date of this agreement.
- I. **Universal Identifier and Contract Status.** GRANTEE shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- J. **Suspension and Debarment.** GRANTEE shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. GRANTEE is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. GRANTEE may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- K. **Lobbying.** GRANTEE certifies that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the GRANTEE certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- L. **Audit.** GRANTEE shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. GRANTEE expenditures of \$750,000 or more in Federal funds require an annual Single Audit. GRANTEE is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the GRANTEE'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to CITY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to CITY a financial audit or independent review of financial statements within 9 months from GRANTEE'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- M. **Fiduciary Duty.** GRANTEE acknowledges that it has read the award conditions and certifications for the CARES Act and all accompanying amendments, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the CITY, as grantee, under those grant documents.
- N. **Failure to Comply.** GRANTEE acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between CITY and GRANTEE to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to CITY's right, but not obligation, to withhold GRANTEE grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by GRANTEE in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to CITY at law, in equity, or under this Agreement.
- O. **Pass-Thru Funding.** If the GRANTEE passes-thru these funds to another agency, organization or vendor to complete the work outlined in Exhibit A, then all the terms and conditions outlined in EXHIBIT D still apply. The GRANTEE will be responsible for the monitoring and compliance of all their subrecipients and any failure to comply as a result of the GRANTEE's subrecipient contract or agreement that results in noncompliance or returning of CARES Act funds, must be paid by the GRANTEE and not the CITY.