

SUBRECIPIENT GRANT AGREEMENT

**CITY OF BOSTON**  
AND  
**SUBRECIPIENT**  
UEI#

THIS SUBRECIPIENT AGREEMENT (hereinafter called the "Agreement"), entered into this **1<sup>st</sup> Day of July, 2025**, (hereinafter called "Agreement") by and between CITY OF BOSTON, (hereinafter called the "City") and **XXXXXXXX**, (hereinafter called "Subrecipient").

WHEREAS, the City has applied for and received funds from the United States Department of Housing and Urban Development, Community Planning and Development under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS the City wishes to engage the Subrecipient to assist the City in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICES**

**A. Activities**

The Subrecipient will be responsible for administering **Year 2026, Program Name** program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such a program will include the following activities eligible under the Community Development Block Grant (CDBG).

**Program Delivery**

[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]

**General Administration**

The subrecipient agrees to administer the program outlined in the scope of services including all record keeping, fiscal administration, and reporting as outlined in this agreement. Subrecipient will utilize google drive or OWD's chosen platform to submit invoices and reports, as directed by OWD, along with CDBG

verify online platform to report client demographics and enrollment information.

**B. Levels of Accomplishment – Goals and Performance Measures**

GOAL OF YOUR PROGRAM ( <i>in one sentence</i> ): goal.				
TOTAL NUMBER OF CDBG-PS PARTICIPANTS TO BE SERVED: ##				
Services	Short-term Outcomes (1-2.9 months)	Mid-Term Outcomes (3-5.9 months)	Long-Term Outcomes (6 to 12 months)	Methods/Tools
services	Describe short term outcome	Describe mid-term outcomes	Describe long term outcomes	Methods

Activity: Please see chart above.

Performance Goal: Please see chart above.

Timeframe for Completion of Performance Goal: Please see chart above.

**C. Performance Monitoring**

The City will monitor the performance of the Subrecipient against goals and performance standards as stated above. Monitoring schedule will be based on [Subrecipient Risk Assessment.docx](#). 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.

**D. National Objectives / Eligibility**

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives:

## **LOW/MODERATE INCOME PERSONS:**

### **A. Those serving a limited clientele:**

*Limited clientele activity is an activity which provides benefits to a specific group of persons rather than everyone in an area generally. It may benefit particular persons without regard to the area in which they reside, or it may be an activity which provides benefit on an area basis but only to a specific group of persons who reside in the area. In either case, at least 51% of the beneficiaries of the activity must be L/M income persons. Example are: abused children, elderly persons, battered spouses, homeless persons, adults meeting Bureau of Census' definition of severely disabled persons\*, illiterate adults, persons living with AIDS, and migrant farm workers.*

#### **EXAMPLE:**

Activities that would be expected to qualify under the L/M income Limited Clientele subcategory include:

- Construction of a senior center
- Public services for the homeless
- Assistance to L/M income persons developing a microenterprise
- Meals on wheels for the elderly
- Construction of job training facilities for severely disabled adults

#### **DOCUMENTATION REQUIRED:**

*For each activity, one of the following five types of documentation must be kept:*

- Documentation showing that the activity is designed to be used exclusively by a segment of the population presumed by HUD to be L/M income persons (e.g., abused children).
- Documentation describing how the nature and the location of the activity establishes that it will be used predominantly by L/M income persons.
- Data showing the size and annual income of the family of each person receiving the benefit.
- Data showing that barriers to mobility or accessibility have been removed and how the barrier removal was restricted to the extent feasible to one of the particular cases authorized under this subcategory.
- (5) Documentation showing that the activity qualifies under the special conditions regarding job services where less than 51% of the persons benefiting are L/M income persons. Reference: §570.506(b)(3).

## **NATIONAL OBJECTIVE DOCUMENTATION**

## **II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on **1st day of July 2025** and end on **30th day of July, 2026**. The term of this Agreement and the provisions herein shall not be extended beyond the time of performance except as agreed upon in writing by The City.

### **III. BUDGET**

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **dollars (\$00,000)**. A line-item budget is included in **Appendix X**. Drawdown for the payment of eligible expenses shall be made against the line item budget in accordance with performance. Payments are made as a reimbursement only.

### **IV. PAYMENT**

The Subrecipient will provide a Request for Reimbursement. A Request for Reimbursement will include:

1. Letter requesting funds on letterhead.
2. Request for Reimbursement Form (template provided by the City) with appropriate backup documentation
3. Reporting Form (template provided by the City)
4. Any additional forms or reports specified in the Scope of Services.

The amount charged to CDBG must be broken out on these documents. Base personnel time charged to CDBG must match actual time worked on CDBG-related tasks.

A final Request for Reimbursement and Close Out Report shall be delivered to The City no later than 15 days after the date of termination of this Agreement, **July, 15th, 2026**. Invoices submitted after this time will not be approved for payment, unless an extension is requested and approved in writing by The City.

The City may disallow all or part of the cost of reimbursement for non-compliance with any portion of this Agreement.

### **V. REPORTING**

Reports on progress are due quarterly at a minimum. The report should be submitted with any Requests for Reimbursement. Reports are due within fifteen (15) days of the last day of the period. The City will provide the form that subrecipients will use to report. These may be submitted electronically to the City. Drawdowns may be suspended if reports are not received on time. The final report will include a report on the program goals and is due at the same time as the final demographic report.

Quarterly Reporting Schedule:

Program Year Quarter	Reporting Period	Reports Due By
1st Quarter	July 1 <sup>st</sup> - September 30,2025	October 15th, 2025
2nd Quarter	October 1 <sup>st</sup> - December 31, 2025	January 15th, 2026
3rd Quarter	January 1 <sup>st</sup> -March 31,2026	April 14th, 2026
4th Quarter	Aprils 1 <sup>st</sup> – June 30th 2025	July 15th, 2026

**VI. NOTICES**

Notices required by the Agreement shall be in writing and delivered via email. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless modified by subsequent written notice.

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

City: City of Boston Mayor’s Office of Housing	SUB-RECIPIENT: XXXXXX
Department Coordinator: Anna Sherr	Director/Chief Executive: XXXXX
43 Hawkins St	Address:
Boston, MA 02114	City, State, ZIP
617-918-5225	Telephone #
Anna.sherr@boston.gov	Email:

**VII. SPECIAL CONDITIONS**

[This section of the Agreement can be used by The City to include special conditions specific to the particular activity or individual Subrecipient.]

## VIII. GENERAL CONDITIONS

### A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the 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. Subpart K, Other Program Requirements, can be reviewed in full in 24 CFR 570.600-615. 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. Governing Law

This Agreement is being executed and delivered in the State of Massachusetts and shall in all respects be governed, construed, applied and enforced in accordance with the laws of said State.

### C. "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.

### D. Hold Harmless

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

### E. Workers' Compensation

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

### F. The 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.

#### G. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

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

#### H. Suspension or Termination

In accordance with 2 CFR 200.39 and 2 CFR 200.340, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

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

In accordance with 2 CFR 200.340, 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, The City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

Notification of termination requirement. 200.341

[www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR86b76dde0e1e9dc/section-200.341](http://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR86b76dde0e1e9dc/section-200.341)

Opportunities to object, hearings and appeals. **§200.342**

[www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR86b76dde0e1e9dc/section-200.342](http://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR86b76dde0e1e9dc/section-200.342)

Effects of suspension and termination. **§ 200.343**

[www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR86b76dde0e1e9dc/section-200.343](http://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR86b76dde0e1e9dc/section-200.343)

## **IX. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

2 CFR Part 200 <https://www.ecfr.gov/current/title-2>

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

The Subrecipient agrees to comply with 2 CFR Part 200 Subparts B through D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. [eCFR :: 2 CFR Part 200 Subpart D -- Post Federal Award Requirements](#)

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

The Subrecipient shall administer its program in conformance with 2 CFR Part 200.400 [eCFR :: 2 CFR Part 200 Subpart E -- Cost Principles](#)

#### **3. Subrecipient Audit Report or Annual Good Governance Policies Checklist**

The Subrecipient must submit to The City a Single Audit or the City of Boston's Good Governance Policies Checklist.

2 CFR 200.501 [eCFR :: 2 CFR Part 200 Subpart F -- Audit Requirements](#)

Subrecipients expending \$1,00,000 or **more** during a fiscal year agree to comply with the audit standards outlined in Subpart F of 2 CFR Part 200-Audit Requirements, and to prepare an audit within two hundred seventy (270) days after the close of any fiscal year in which Subrecipient expends federal awards of at least \$750,000 (or such other amount as specified by the Director of the Office of Management and Budget). Audits must comply with the provisions of OMB Uniform Guidance 2 CFR Part 200, must be conducted by an independent CPA, must include a management letter and any responses thereto, and CPA-prepared financial statements.

Such financial statements must include a balance sheet, operating statements, source and use of funds statement, Schedule of Expenditures of Federal Awards and sufficient supporting schedules and notes as may be necessary for The City to determine the financial status of the Subrecipient's activities. If such an audit contains material findings, the Subrecipient must provide a copy of the audit, together with any comments and plans for correction, to The City. If such audit contains no material findings, the Subrecipient is not required to submit a copy to the City unless otherwise required by the terms of this Contract Agreement; provided, however, that upon request Subrecipient must provide a copy of any and all audits performed during the term of this Contract Agreement to the City, HUD, or any designee thereof.

Completion of the City of Boston's Good Governance Policies Checklist is required by The City for subrecipients with federal expenditures totaling **less** than \$1,00,000. The Checklist must be completed by the Subrecipient. If there are any deficiencies identified in the Good Governance Policies Checklist, a corrective action plan must be submitted by the time of final invoice submission. Subrecipients are encouraged to begin completion of the Good Governance Policies Checklist early in the award period.

The City reserves the right, in its sole discretion, to require an audit of any Subrecipient that expends federal funds during its fiscal year, regardless of amount. Subrecipient acknowledges that, in the event the City requires an audit, Federal administrative funds may not be used to offset the costs associated with the audit. Subrecipient assumes full responsibility for compliance with this paragraph.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations in accordance with 2 CFR 200.334 and 24 CFR 570.502; 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 is eligible for CDBG funding;
- c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG funding
- d. Records documenting compliance with the fair housing and equal opportunity components of the program;

- e. Financial records as required by 2 CFR Part 200.

## 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 four (4) 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. Client Data

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

## 4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

## 5. 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: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

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.

## 6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

### C. Reporting and Payment Procedures

#### 1. Program Income

The Subrecipient shall report **quarterly** all program income (as defined at 2 CFR 570.504) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 2 CFR 570.504.

#### 2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

### D. Procurement

2 CFR Part 200 Subpart D Post Award Requirements – Subrecipients must comply with Procurement Standards described in 2 CFR 200.318 through 200.327, including having and using documented procurement procedures consistent with state and local laws and regulations, maintaining oversight to ensure contractor performance, maintaining written standards of conduct covering conflicts of interest, avoiding acquisition of unnecessary or duplicative items, sharing use of goods and services where appropriate, awarding contracts only to responsible contractors, and maintaining records sufficient to detail the history of procurement.

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 of Boston prior to the execution of such agreement.

The Subrecipient shall not enter into any agreement, written or oral, with any subcontracts without first undertaking 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. Such requirements shall include, but not be limited to obtaining 3 written quotes for goods and services pursuant to this Agreement and selecting the lowest qualified bidder. Executed copies of all subcontracts shall be made available to The City, upon request, along with documentation (i.e., written quotes and determination of qualifications) concerning the selection process.

**Use of Debarred, suspended or ineligible contractors or subrecipients** The requirements set forth in 2 CFR 200.214 apply to this program. The use of debarred, suspended or ineligible contractors or subrecipients who are prohibited from accessing HUD funding is prohibited.

#### E. Reversion of Assets and Property Standards

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of and 2 CFR Part 200.311, 200.313, as applicable, which include but are not limited to the following: [eCFR :: 2 CFR 200.311 -- Real property.](#)

Use and Reversion of Assets The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the

five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value

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

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable The City ordinances, resolutions and policies concerning the displacement of persons from their residences.

## **XI. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

#### **1. Compliance**

The Subrecipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age / Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

### **B. Employment Restrictions**

#### **1. Prohibited Activity**

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

## 2. Davis-Bacon

Construction work that is financed in whole or in part with CDBG funds must adhere to federal labor standards requirements and the Davis-Bacon Act. The Davis-Bacon Act (40 USC, Chapter 3, Section 276a-276a-5; and 29 CFR Parts 1, 3, 5, 6 and 7) is triggered when construction work over \$2,000 is financed in whole or in part with federal funds. It requires that workers receive no less than the prevailing wages and fringe benefits being paid for similar work in the same area and that reporting documentation must be maintained to demonstrate compliance. The Subrecipient will coordinate with The City to ensure timely and accurate reporting of wages and fringe benefits.

All contracts and subcontracts made by the Subrecipient must include the HUD-4010 Federal Labor Standards Provisions and a Wage Determination, which will be provided by The City.

## 3. Women- and Minority-Owned Businesses (W/MBE)

12 CFR Subpart D §4.61-4.66: The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

## 4. Build America, Buy America (BABA)

The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to The City's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2024 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001),

any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

C. Conduct

1. Assignability

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

D. Housing Counseling.

Housing counseling that is funded with or provided in connection with CDBG funds must be carried out in accordance with 24 CFR 5.111:

- Any housing counseling, including homeownership counseling or rental housing counseling, as defined in §5.100, required under or provided in connection with any program administered by HUD shall be provided only by organizations and counselors certified by the Secretary under 24 CFR part 214 to provide housing counseling, consistent with 12 U.S.C. 1701x.
- For purposes of this section, required under or provided in connection with any program administered by HUD means:
  - Housing counseling required by statute, regulation, Notice of Funding Availability (NOFA), or otherwise required by HUD;
  - Housing counseling that is funded under a HUD program;
  - Housing counseling that is required by a The City or subrecipient of a HUD program as a condition of receiving assistance under the HUD program; or
  - Housing counseling to which a family assisted under a HUD program is referred, by a The City or subrecipient of the HUD program.

Housing counseling is defined as independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling. (24 CFR 5.100)

E. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24

CFR 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 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 the 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.

F. Lobbying

The Subrecipient hereby certifies that:

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

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

d. Lobbying Certification

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

## **XII. ENVIRONMENTAL CONDITIONS**

### A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

Clean Air Act, 42 U.S.C. , 7401, et seq.;

Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

### B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

### C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of

residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall 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 and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

#### D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

### **XIII. 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.

### **XIV. 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.

### **XV. 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.

## **XVI. ENTIRE AGREEMENT**

This agreement including the original application and the attachments checked below together 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.

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

This Agreement incorporates by reference Attachments A and B (Forms CM-20 and 21), which are attached hereto and made a part hereof as if fully set forth herein.

The signature of Subrecipient on Attachment A (Form CM-20), when delivered to the Awarding Authority, shall constitute Subrecipient's acceptance of this Agreement.

## **Attachments**

The attachments checked here are incorporated in this Agreement and are binding on the Subrecipient:

- Form CM-20 Grant Agreement (Standard Agreement between City of Boston and Subrecipient)
- Form CM-21 Grant Terms (City of Boston Standard Grant Agreement Terms And Conditions)
- Budget
- Uniform Guidance Compliance Supplement 2 CFR 200.332 (file save as) [Uniform Guidance Compliance Supplement to Subrecipient Agreement](#)
- Federal Single Audit (\$1,00,000 or **more**) OR City of Boston's Good Governance Policies (**less** than \$1,000,000) [Good Governance Policies Checklist](#)
- Risk Assessment [Subrecipient Risk Assessment.docx](#) (File Save AS)
- Subrecipient Monitoring Plan [SubRec Monitoring Plan .docx](#)
- CDBG National Objectives Documentation Requirements [NATIONAL OBJECTIVE DOCUMENTATION](#)
- National Objectives Reporting Form (Compliance will create based on IDIS screen)
- Section 3 Plan & Forms [Boston 2024 Section 3 Complete Packet Final 13124.docx](#)

- Federal Labor Standards Provisions HUD-4010 [HUD-4010.pdf](#)
- OWD Performance Projection Form
- OWD Scope of Services Form
- Debarment Form
- Equal Employment Opportunity form (EEO-4)
- Federal Funding Accountability Transparency Act form (FFATA)