

RHODE ISLAND COMMUNITY DEVELOPMENT BLOCK GRANT

PART I: CONTRACT AGREEMENT SIGNATORY SHEET

This Contract Agreement is entered into as of March 4, 2020 by the City of Central Falls, Planning and Economic Development Department (herein referred to as CFPED) and the Blackstone Valley Tourism Council hereinafter referred to as the Contractor. The Contractor agrees to the provisions of this Contract Agreement and the Rhode Island Community Development Block Grant Program Action Plan. The Contractor shall in a satisfactory manner, to be determined in the sole and exclusive discretion of the CFPED, perform all obligations and duties as contained in this contract and Appendices. This Contract Agreement consists of this signatory sheet, general terms and conditions, scope of work (program activities and special conditions), program budget, certifications/assurances and the Uniform Residential Anti-displacement and Relocation Assistance Plan. This Contract is authorized by Title I of the Housing and Community Development Act of 1974, P.L. 93-383, as amended. The grant is subject to the regulations of the Department of Housing and Urban Development, 24 CFR Part 570, as published for effect and as may be amended from time to time.

Contractor: Blackstone Valley Tourism Council

DUNS #: _____ (required) Tax ID #: _____ (required)

Grant Amount: \$20,000.00

Contract Termination Date: 6/30/2020

Fiscal Year (Source of Payment): PY'2016 CDBG

Method of Payment: Reimbursement, Upon Request Approved by CFPED

Funding: It is expressly understood that in no event will the total compensation and reimbursement exceed the amount specified in this Contract Agreement unless otherwise mutually agreed upon by amendment. It is expressly understood that this amount is contingent upon full federal/State/municipal funding and any reduction in federal/State/municipal funding may result in reduction or elimination of funding for this agreement.

APPROVAL BY GRANTOR:
City of Central Falls

By: _____
James A. Diossa
Mayor

Date: 3/18/2020

By: _____
Matthew Jerzyk
City Solicitor

As to Form and Correctness

Date: 3/12/20

By: _____
Barbara Addison
Finance Director
Reviewed

Date: 3-4-2020

APPROVAL BY CONTRACTOR:
Blackstone Valley Tourism Council

By: _____
Authorized Official
BVTC (Contractor)

Date: _____

Names and Signatures of Persons Authorized to Request Payment on Behalf of Contractor:

1. _____

2. _____

(Names)

(Signatures)

PART II: CONTRACT AGREEMENT GENERAL TERMS AND CONDITIONS

A. *Legal Authority and Capacity*

The Contractor certifies that it possesses the legal authority to accept grant funds under the Rhode Island Community Development Block Grant Program and to execute the program described in this Contract Agreement by signing Part I: Contract Agreement Signatory Sheet.

The Contractor certifies it has the local administrative capacity to manage the funded program in accordance with applicable federal and State rules and regulations. If the Contractor currently lacks this capacity, it will take necessary steps to assure it is obtained prior to obligating or expending funds awarded.

B. *Waivers, Amendments, Modifications*

No conditions or provisions of this Contract agreement can be waived unless approved by the CFPED in writing. The CFPED may, from time to time, permit changes in the scope of work or approved budget of the Contract to be performed hereunder. Such changes which are mutually agreed upon by and between the CFPED and the Contractor shall be made part of the Contract.

C. *Integration Clause*

The CFPED and the Contractor agree that this grant agreement is the full and complete agreement between the two parties and that there are no oral agreements or understandings between the parties other than those covered herein.

D. *Assignability*

The Contractor shall not assign any interest to this Contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written consent of the CFPED. Notice of any such proposed assignment or transfer shall be furnished promptly to the agency.

The Contractor may implement activities through subrecipients, but retains all responsibilities under this contract.

E. *Community Development Block Grant Program*

The Contractor agrees to comply with the requirements of Title I of the Housing and Community Development Act of 1974, P.L. 93-383, as amended. The Contractor additionally agrees to comply with regulations promulgated relative to the HCDA and any policies/procedures established by the State regarding this contract/program. This Agreement is subject to the regulations of the Department of Housing and Urban Development, 24 CFR Part 570, as published for effect and as may be amended from time to time.

F. *Project Budget*

An approved budget is incorporated in this agreement as attached in Appendix B. CFPED may require a more detailed budget breakdown. The Contractor shall provide such supplementary budget information as required by the CFPED.

The Contractor shall not obligate, encumber, spend or otherwise utilize CDBG funds for any activity or purpose not included or not in conformance with the budget as apportioned and as provided by CFPED.

G. Fund Disbursement

The Contractor may request reimbursement under this contract as frequently as once a month. CFPED may require additional backup documentation detailing itemized expenditures by activity and cost categories. ALL CDBG funds must be requested on the CDBG Requisition Form.

H. Scope of Services and Eligible Activities

The Contractor will be responsible for administering the program activities, as described in "Program Activities."

If the Contractor wishes to revise the scope of work, the Contractor shall seek approval from the CFPED in writing prior to undertaking any actions relative to the change. Failure to do so may result in termination of this agreement.

The Contractor and/or their Subrecipient(s), as applicable, will administer all tasks in connection with these activities in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to CFPED.

I. Performance Standards

CFPED will monitor the performance of the Contractor against goals and performance outcomes and objectives specified for each activity, found in Program Activity Descriptions.

Performance Objectives:

- Create suitable living environments
- Provide decent affordable housing
- Create economic opportunities

Performance Outcomes:

- Availability/accessibility
- Affordability
- Sustainability

Substandard performance as determined by CFPED may constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Contractor to the satisfaction of the CFPED, this Agreement may be suspended or terminated. In such cases, the Contractor must return any ineligible and/or unused funds promptly.

The Contractor is advised the CFPED may adopt additional State and/or Federal performance measures, upon which existing programs and future funding applications will be reviewed.

J. ***Conflict of Interest***

No elected or appointed State or municipal official (officer or member) shall, while serving as such, have any financial interest, direct or indirect, or engage in any business employment transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his/her duties or employment in the public interest and of his/her responsibilities as prescribed in Title 36, Chapter IV, of the General Laws of Rhode Island. No member of or Delegate to the Congress of the United State of America shall be admitted to any share or part thereof or to any benefit to arise herefrom.

The Contractor shall fully comply with CDBG Conflict of Interest provisions outlined at 24CFR Part 570.489(h) "Conflict of Interest" and 2 CFR 200.318(C)(1) "Standards of Conduct". Conflict of Interest requirements must be extended to all subrecipients under this agreement.

- 24 CFR 570.489 - In general, no person (who is an employee, agent, consultant, official or elected/appointed official of the State, unit of general local government or of any designed public agencies or subrecipients which are receiving CDBG funds) who exercise or have exercised any function or responsibilities with respect to CDBG activities assisted under this subpart 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 or benefit from the activity, or have any interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or one year thereafter. Any requests for "exception" from this requirement, in accordance with the regulations, must be submitted in writing by the Contractor to the CFPED prior to the obligation of funds. As indicated, this regulation applies to the Contractor as well as subrecipient entities funded.
- 2 CFR 200.318(c)(1) –The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

K. ***Interest of Contractor***

The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in performance of this Contract no person having any such interest shall be employed.

L. ***Discrimination Prohibited***

No person in the United States shall on the grounds of race, creed, color, national origin, gender

identity, sex or sexual orientation be excluded from participation in, be denied the proceed of, or be subject to discrimination in the performance of the Contract.

M. *Discrimination in Employment Prohibited*

The Contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 USDA 794); American with Disabilities Act of 1990 (42 USDA 12101 et seq.); Title IX of the Education Amendments of 1972 (20 USDA 1681 et seq.); The Food Stamp Act, and the Age Discrimination Act of 1975, the United States Dept. of Health and Human Services Regulations found in 45 CFR, Parts 80 and 84; The United States Dept. of Education Implementing Regulations (34 CFR, Parts 104 and 106); and the United States Dept. of Agriculture, Food and Nutrition Services (7 CFR 272.6).

The Contractor agrees to comply with all other provisions applicable to law, including but not limited to the Governor's Executive Order No. 96-14, which prohibits discrimination on the basis of sexual orientation, and RIGL 28-5-5 and 28-5-41.1, relating to gender identity or expression.

The Contractor will take affirmative action and not discriminate against any employee in the performance of this contract, or against any applicant for employment in the performance of this grant. The Contractor will not discriminate on the basis of race, creed, color, national origin, (limited English proficiency persons), age, sex, sexual orientation, disability, religion, political beliefs, in acceptance for or provision of services, employment, or treatment in education or other programs or activities. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Contractor also agrees to comply with the requirements of the RI Dept. of Human Services for safeguarding of client and/or beneficiary information.

Failure to comply with this item may be a basis for cancellation of this agreement.

N. *Access to Records*

The Contractor agrees to make such accessible and to maintain all fiscal and activity records relating to this agreement to the CFPED and duly authorized officials of the State and Federal government. The CFPED and duly authorized officials of the State and Federal Government have the right to examine any pertinent documents, papers, records and books of the Contractor and of persons or organizations the Contractor may contract with, which involves transactions related to this Contract. This grant and all subgrants of such are covered by all State and federal rules/regulations regarding access to public information, including but not limited to the Freedom of Information Act and RIGL 38-2 "Access to Public Records".

O. *Records Retention*

The Contractor shall retain all documents, papers, records and books that are pertinent to this contract for a period of three years from the date the State closes out the grant with the U.S.

Department of HUD which funded this agreement, or until all audit findings have been resolved, whichever is later. The State will notify the Contractor in writing, of the effective date by which all records may be disposed.

P. *Default*

If there is any question as to local compliance with applicable federal/State rules or regulations, all/some activity under this grant may be suspended by CFPED until the matter is resolved to the satisfaction of the CFPED. If CFPED determines that the Contractor has failed to comply with the terms of the Contract agreement, or failed to use the Contract for only those purposes set forth herein, the CFPED may after notice to the Contractor immediately suspend the contract and withhold further payment or prohibit the Contractor from incurring additional obligations of contract funds, pending correct action by the CFPED or a decision to terminate in accordance with the following:

- a) The CFPED may terminate the grant in whole, or in part, at any time before the final grant payment is made. The CFPED shall promptly notify the Contractor in writing of the determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Contractor from the United States or Rhode Island Treasury Department with the approval of the CFPED or recoveries by the CFPED shall be in accordance with the legal rights and liabilities of the parties.
- b) The Contractor and the CFPED may terminate this Contract agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof and the cause for the termination. The other party must receive such notice at least ten (10) days before the effective date of termination. The CFPED shall be liable only for work performed or services provided under this Contract Agreement prior to the effective date of termination.

Q. *Termination of Agreement*

CFPED may terminate this Contract, in whole or in part, if it determines such termination is a necessary to assure the protection of public funds. In order to take into account any changes in funding levels because of executive or legislative actions or because of any fiscal limitations not presently anticipated, the CFPED may reduce or eliminate any line item(s). Notwithstanding the above, Contractor shall not be relieved of liability of the CFPED for damages sustained by the CFPED by virtue of any breach of the agreement by the Contractor, and the CFPED may withhold payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due to the CFPED from the Contractor is determined.

R. *Copyright*

No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

S. *Governing Law*

This Contract is deemed executed and delivered in the City of Providence, State of Rhode Island, and all questions arising out of or under this Contract shall be governed by the Laws of the State of Rhode Island.

T. Severability Clause

Each article of this agreement and each part of each section is hereby declared to be an independent section. If any article or section is held to be void, ineffective or unconstitutional for any cause, it shall not be deemed to affect any other article or section thereof; and all other parts shall continue in full force and effect.

U. Legal Liability

The Contractor agrees to hold the State harmless from any legal liability associated with activities funded by CFPED, either through annual award, loan guarantee or program income. The Contractor will indemnify and hold the State of Rhode Island, the Department and its officials harmless against any claims for injury or damage of any kind to persons or property occurring or arising during the period of this agreement.

V. Reporting

The Contractor will provide to CFPED, Community Development Regular Progress Reports (on provided forms) and on the schedule provided by CFPED, for each grant which contains unexpended/undrawn funds. In addition, within 90 days of the final drawdown of funds or 30 days of the final expenditure of funds at the local level, whichever is earlier, under each grant, the Contractor must submit to CFPED a Close-out Certification and Report. The Contractor will maintain and provide quarterly reports that demonstrate the program serves 51% Central Falls youth from households at or below 80% of Area Median Income (AMI), based upon family size.

W. Extensions

This project/activity cannot be extended. The program funds must be spent by June 30, 2020

X. Competitive Bids

All bidding must be conducted in a manner to promote open and free competition. The Contractor agrees to comply with procurement standards set forth 2 CFR 200.319. Evidence of competitive bids and/or cost reasonableness in procurement must be retained in accordance with Section K., Retention of Records. The Contractor must observe state and local procurement requirements and cost thresholds for competitive bidding if these are more restrictive than the federal regulation specifies.

Y. Audits

The Contractor shall perform an annual audit in accordance with 2 CFR 200.501 "Audit Requirements" and with "Government Auditing Standards" as published by the Comptroller General of the United States. If the Contractor falls below the 2 CFR 200.501 threshold in federal expenditures, it should notify CFPED in writing of the total amount of federal expenditures for the audit period.

Z. Drug Free Workplace

The Contractor agrees to comply with the requirements of the Governor's Executive Order No. 89-14 and the Federal Anti-Drug Abuse Act of 1988. Furthermore, the Contractor agrees to submit to the State any report on forms which may from time-to-time be required to determine the Contractor's compliance with this policy.

The Contractor acknowledges that a violation of the drug-free workplace policy may, at the State's option; result in termination of this agreement.

AA. *Pro-Children Act of 1994*

As a condition of contracting, the Contractor hereby agrees to abide by the State's Tobacco Smoke programs as set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local government, by federal grant, contract, loan or loan guarantee.

BB. *Monitoring*

The Contractor agrees to conduct in-office and on-site monitoring of subrecipients to assure compliance with federal and State rules and regulations, contract terms and conditions and State policies in implementation of funded CDBG activities. All subrecipients must be monitored at least once during activity implementation. Documentation of such reviews and compliance must be maintained in local CDBG files for review by State/federal officials.

CC. *Historic Preservation*

Section 106 of the National Historic Preservation Act (36 CFR 800) directs municipalities to consult with the Rhode Island Historical Preservation and Heritage Commission (RIHPHC) on any programs to be funded by a Community Development Block Grant during the program planning stage so that any potential effects to significant historical resources can be properly addressed. To comply with Section 106, the information on specific properties where development activities are proposed, must be submitted by the Contractor to RIHPHC, so that RIHPHC can determine whether significant historic resources might be affected. The Section 106 regulations require that this review be completed and documented before any CDBG funds are obligated. The Contractor must also consult with the Tribal Historic Preservation Office, as necessary.

PART III: CONTRACTUAL AGREEMENT SCOPE OF WORK – Blackstone Valley Tourism Council

GENERAL DESCRIPTION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (INCLUDING CONTRACTOR ACTIVITIES) AND ANTICIPATED ACCOMPLISHMENTS.

APPENDIX A: PROGRAM ACTIVITIES

APPENDIX B: PROGRAM BUDGET

APPENDIX C: ASSURANCES

DESCRIPTION OF SPECIAL CONDITIONS:

1. **The Contractor may not obligate any funds on an activity until all requirements of the Environmental Review procedures for Title I, Community Development Block Grant Program (24 CFR Part 58) and the National Environmental Policy Act - Regulations (40 CFR 1500-1508) are satisfied. Violation of this requirement may disqualify the activity from CDBG support.**

CDBG reimbursement of costs incurred prior to the completion of the environmental review process and receipt of Release of Funds by the Office of Housing and Community Development (for applicable activities) is not permissible.
2. The Contractor agrees to comply with statements and certifications assured to by the State of Rhode Island to the U.S. Department of Housing and Urban Development.
3. The Contractor shall sign and return to the Office of Housing and Community Development (CFPED), the Residential Anti-displacement and Relocation Assistance Plan. This document is included as part of the Assurances, Attachment B, and shall be returned with the contract.
4. Reporting - In accordance with procedures developed (and on a format provided) by CFPED, the Contractor shall submit progress reports detailing financial and beneficiary accomplishment data relative to the award made herein. At completion, the Contractor will submit a Completion Certification and Report, detailing final accomplishment and required information.
5. Fair Housing - The Contractor shall submit its plan of activities to affirmatively further fair housing along with the first required quarterly report.
6. National Objective/Eligibility - The Contractor is advised adequate documentation must be maintained to demonstrate compliance with the National Objective and Eligibility categories noted on the Program Activities/Budget page for each funded activity, the details of which are outlined at 24 CFR Part 570. The primary National Objective is predominate benefit to low and moderate income persons. If an activity is ultimately unable to meet the National Objective/Eligibility category indicated in accordance with the regulations, the community must not obligate CDBG funds to such. Any activity determined to be in non-compliance with National Objective/Eligibility requirements will be designated "ineligible for CDBG assistance" funds will be returned by the Contractor and/or de-obligated by the State as necessary. If an activity does not complete and fully document compliance, any/all funds expended must be returned to the State. The interpretation of compliance with National Objectives and Eligibility Requirements is at the sole discretion of the CFPED.
7. Lead Requirements - The Contractor is advised that all housing acquisition and rehabilitation activities funded with resources awarded herein are subject to the federal (24 CFR Part 35) and State (Rules and Regulation for Lead Poisoning Prevention R 23-24.6-PB) lead paint requirements. In situations where both regulations are applicable, the stricter will apply. Adherence to these regulations should be clearly documented in the local files. The Contractor

will comply with all State and federal laws, rules and regulations related to Lead Based Paint Hazards.

8. Debarred Contractors - Prior to awarding any contract, grantees must verify and document that Contractors selected are not included on System for Award Management (SAM) List of Parties Excluded from Federal Procurement and Nonprocurement programs. Documentation must be maintained to demonstrate Contractors have been reviewed. The Contractor further certifies it is not a party excluded from federal procurement and nonprocurement programs.
9. The Contractor may not request extensions to this contract through 6/30/2020. Any activity that does not meet the Benchmarks in Attachment A will be subject to deobligation and/or recapture, unless a corrective action plan is approved by CFPED and successfully implemented by the Contractor. Any activity with no Benchmarks listed in Attachment A shall progress significantly within one year of award, or will be subject to de-obligation and/or recapture unless it can be shown that the activity will complete in a timely fashion. The granting of a contract extension and/or any determination to de-obligate/recapture are at the sole discretion of CFPED.

The Contractor shall notify CFPED immediately, if in the Contractor’s reasonable determination, it will be unable to comply with the Benchmarks in Attachment A. Either preemptively or following any failure to comply with the performance projections, CFPED may, at its sole discretion, require the Contractor to submit a corrective action plan for CFPED approval. Failure to implement the approved corrective action plan within a prescribed schedule will result in de-obligation and/or recapture of CDBG funds by CFPED.

10. The State is adopting the following minimum standards for continued affordability (lien term) relative any unit acquired or rehabilitated with CDBG resources.

CDBG Assistance:	
Under \$15,000	5 years
\$15,000 - \$40,000	10 years
\$40,001 - \$100,000	15 years
Over \$100,000	30 years

11. Timeliness – Good program management strategies will ensure that the Contractor and its subrecipients move activities forward and draw down funds at an acceptable rate. Whenever possible, activities should be completed within one year of contract date. Activities that do not proceed in a timely manner may be de-obligated by CFPED. After four years, funds not expended will be automatically de-obligated by CFPED.
12. Disclosure Pursuant to the False Claims Act – The Contractor shall promptly refer to an appropriate Federal Inspector General any credible evidence that a principal, employee, agent, subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving activities supported under this agreement.
13. Disclosure of Fraud, Waste, and Mismanagement to State Authorities – The Contractor shall promptly refer to CFPED any credible evidence that a principal, employee, agent, contractor,

subgrantee, subcontractor, or other person has committed a criminal or civil violation of State or Federal laws and regulations in connection with the activities funded under this agreement.

14. **Drug Free Workplace** – The Contractor agrees to comply with the requirements of the Governor’s Executive Order No. 89-14 and the Federal Anti-Drug Abuse Act of 1988. The Contractor hereby agrees to abide by Exhibit 8 – the State’s Drug Free Workplace Policy. Furthermore, the Contractor agrees to submit to the CFPED any report or forms which may from time be required to determine the Contractor’s compliance with this policy.

The Contractor acknowledges that a violation of the Drug-Free Workplace Policy may, at CFPED’s option; result in termination of this agreement.

15. **Subrecipient Agreements** – The Contractor shall include activity-specific national objective and eligibility documentation requirements in any subrecipient agreement(s) resulting from this contract. In the subrecipient agreement(s), the contractor shall also include a submittal schedule for such documents, such as quarterly submittals, or with each invoice or payment request.

Appendix A
Program Activities

Activity Name: Water Activity
 Eligibility: HCDA 105(a)(8) Public Services
 National Objective: Low/Moderate Income Housing – 24 CFR Part 570.483(b)(2)
 Description: To purchase and maintain program Equipment (Kayaks, Canoes, paddles [kayaks & canoes] Storage trailer, storage facility, Coast Guard approved lifejackets, boat racks). Also, provide free 1-hour kayak/canoes tours on the Blackstone River to at least 200 Central Falls youth each season.
 Any funds made with by the rental of program equipment will be treated as Program Income (PI) and are subject to all the same requirements as CDBG grant funds.

I have read and understand the municipality’s obligations to meet and fully document compliance with the Eligibility and National Objective requirements shown above and special conditions specified elsewhere in the contract. Failure to do so would require the use of local funds to repay federal funds expended on the activity.

Signature of Chief Executive _____ *Date* _____

Appendix B
RHODE ISLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Program Budget

Use of Funds	Amount
Equipment (Kayaks, Canoes, paddles [kayaks & canoes] Storage trailer, storage facility, Coast Guard approved lifejackets, boat racks)	\$20,000.00
TOTAL BUDGET	\$20,000.00

Appendix C
RHODE ISLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CERTIFICATIONS/ASSURANCES

The Blackstone Valley Tourism Council hereby certifies and assures that:

1. It possesses the legal authority to make application for a grant under this program and to execute the program as approved. It also possesses the necessary administrative capacity to carry out the funded activities.
2. It consents to assume the status of a responsible official under the National Environmental Policy Act of 1969 and under other provisions of law which further the purpose of said Act. It shall also comply with 24 CFR Part 58 as an entity assuming HUD's responsibility under the environmental review process.
3. It will comply with the regulations, policies, guidelines and requirements of 2 CFR 200 which specifies financial /cost management principles.
4. It will administer and enforce the labor standards requirements set forth in the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the FLSA and the Copeland "Anti-Kickback Act"
5. It will comply with the residential anti-displacement and relocation assistance plan adopted by the State and comply with acquisition and notification regulations as outlined in the Uniform Relocation and Renewal Properties Acquisition Act. (URA)
6. Its programs will be conducted and administered in conformity with Public Law 88-352 (Title VI Civil Rights Act of 1964, 42 USC 2000d et. seq. and implementing regulations at 24 CFR Part 1) and Public Law 90-284 (Fair Housing Act (42 USC 3601-3620)), and that it will affirmatively further fair housing.
7. It has provided opportunities for citizens' participation, hearings, and access to information with respect to its community development program in accordance with the requirements of the RI CDBG Application Handbook and will comply with the citizens' participation plan of the State of Rhode Island and it will comply with applicable provision of Section 102 of the Reform Act of 1989.
8. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with Community Development Block Grant funds by assessing any amounts against properties owned and occupied by persons of low and moderate income, including any fee charged for assessment made as a condition of obtaining access to such public improvements, unless (i) CDBG funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the grantee certifies that it lacks sufficient funds to comply with the requirements of clause (i).

9. It will comply with:
 - A. Section 109 of the Housing and Community Development Act of 1974, as amended, which provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.
 - B. Executive Order #11063 as amended by Executive Order #12259 and #12892, directing entities to take appropriate action to promote the abandonment of discriminatory practices with respect to property or facilities provided with Federal assistance in the sale, leasing, rental, or other disposition of such property or facilities
 - C. Executive Order #11246 as amended by Executive Order #11375, #11248 and #12086, which prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin.
10. It will comply with the provisions of the Hatch Act, placing limitations on political activities.
11. It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
12. It will comply with the Uniform Relocation Assistance Real Property Acquisition Policy Act of 1970, as amended and implementing regulations at 49 CFR 24). It will comply with all State and federal laws, rules and regulations generally prohibiting the power of eminent domain.
13. It will give the Department of Housing and Urban Development, the State of Rhode Island and the Comptroller General access to and the right to examine all records, papers, documents and other materials related to the grant.
14. It will comply with the flood insurance purchase requirements of Section 202 (a) of the Flood Disaster Protection Act of 1973 and implementing regulations at 44 CFR Parts 59-79. The Contractor will protect public funds invested in the project through the purchase of flood insurance.
15. The activities under this program are consistent with national program objectives to give maximum feasible priority to activities which benefit low and moderate income families and individuals, aid in the prevention of slums and blight or address other community development needs having a particular urgency because existing conditions pose a serious threat to health or welfare and no other financial resources are available to meet such needs.
16. The activities under this program are consistent with State program objectives, as identified in the State's CDBG Action Plan applicable to this grant program year.
17. It will comply with subsection 104(d) of the Housing and Community Development Act and adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and will enforce state and local laws against physically barring entrance to or from a facility or location which is the subject of such non-violent civil rights demonstrations.
18. It will comply with all applicable laws, requirements and criteria prescribed by the Office of

Housing and Community Development in the administration of this program.

19. Its notification inspection, testing and abatement procedures concerning lead-based paint will comply with the requirements of 24 CFR Part 35 et al (Federal Requirements for Notification, Evaluation and Reduction of Lead Based Paint Hazards in Property and Housing Receiving Federal Assistance) and R23-24.6-PB (State Rules and Regulations for Lead Poisoning Prevention). Documentation of compliance is to be maintained in the local files.
20. It will comply with State and federal audit requirements (2 CFR 200.501).
21. It shall comply with Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act and HUD's implementing regulations (24 CFR Parts 8 and 100, respectively), which prohibit discrimination based on disability and establish requirements for program accessibility and physical accessibility in connection with housing programs. The Contractor must maintain records on the disability status of program participants and beneficiaries and inform persons with impairments of the programs being carried out.
22. The Contractor hereby certifies that it is not a "Party Excluded from Federal Procurement and NonProcurement Programs". The Contractor will maintain documentation in local files that all contractors/subcontractors used in implementation of the funded program have been verified they are not a "Party Excluded from Federal Procurement and NonProcurement Programs".

Date: _____

Signed: _____
Title: _____

Appendix D
RHODE ISLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

This page intentionally left blank.

Appendix E
RHODE ISLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Sub-Award Agreement: Federal Funding Information

This page intentionally left blank.