

A-59: SUBRECIPIENT AGREEMENT

STATE OF LOUISIANA
PARISH OF **GRANTEE**

SUBRECIPIENT AGREEMENT

Between

UGLG

And

SR agency

**for the disbursement of Community Development Block Grant funds
from the Office of Community Development, Louisiana Division of Administration**

BE IT KNOWN, that this SUBRECIPIENT AGREEMENT, hereinafter “Agreement” is made and entered into by and between the UGLG of _____ acting through its duly appointed and authorized _____, and **SR agency, address, phone, tax identification number**, hereinafter “Subrecipient” acting through its duly authorized **title, name**.

WITNESSETH:

WHEREAS **the UGLG**, has received Federal financial Assistance in the form of Community Development Block Grant (CDBG) funds from the Office of Community Development, Louisiana Division of Administration (OCD) to carry out the public purpose(s) of the CDBG program and the [funding source - CARES Act Pub. L. 116-136], and

WHEREAS **the SR agency**, is an eligible “Subrecipient” to receive a “Subaward” from the UGLG in its capacity as a “Pass through entity”, and

(CHOOSE ONE OF THE FOLLOWING FOUR AND DELETE THE OTHER THREE AND THIS INSTRUCTION)

WHEREAS, [name of SR agency] is a water district that is responsible for providing water services to residents of the [identify qualifying area] through the ownership and operation of water production and distribution facilities for the purpose of providing water services to the residents of the [name of SR agency] district, and

WHEREAS, [name of SR agency] is a [non-profit agency] [governmental district] [public authority] that is responsible for providing recreation services to residents of the [identify qualifying area] through the ownership and operation of a park [facilities] for the purpose of providing recreation services to the residents, and

WHEREAS, [name of SR agency] is a public school district that is responsible for providing educational services to students which, 51% or more, receive benefits from free and reduced lunch program whose income eligibility requirements are equivalent to the Limited Clientele national objective 24 CFR 570.483, and

WHEREAS, [name of SR agency] is a [_____ district] [non-profit agency] [public authority] that is responsible for providing _____ services to residents of the [identify qualifying area] through the ownership and operation of _____ facilities for the purpose of providing _____ services to the residents, and

WHEREAS, the [name of SR agency] is authorized to acquire, construct, reconstruct, rehabilitate or install, or permit the UGLG to do so on any facilities and improvements with CDBG funds provided by the UGLG and for the above stated purpose, and

WHEREAS, **SR agency**, by agreeing to carry out this activity utilizing CDBG funds provided to UGLG for the Program, will be acting as a Subrecipient of the UGLG, and hereby agrees to carry out this program in full compliance with the laws and regulations of the CDBG program set forth in EXHIBIT A “CDBG Program Administration and Compliance;” and

WHEREAS, the stated public purpose of the Program is to provide the services or benefit of _____ which UGLG has determined, as required by 24 CFR 570.200(a)(1), to be an eligible use of program funds, and further identified in EXHIBIT B of this Agreement, and

Scope of Work

1. Program Activities

Subrecipient shall construct or permit the UGLG to construct an integral structural fixture(s) as described in EXHIBIT B on its property to carry out the purposes of the [HVAC] [Parks] [CDBG] program funded with CDBG funds through the Louisiana State Office of Community Development, Division of Administration.

Subrecipient shall continue the use of the public facility constructed or improved with CDBG funds for the term of this agreement and a minimum of five years thereafter and continues to meet the National Objective as described in EXHIBIT B of this agreement.

2. General Program Performance

The Subrecipient shall perform the following services in accordance with the laws and regulations delineated in Exhibit A. Subrecipient shall:

- a. Maintain real property and/or equipment inventory records with clearly identify property and/or equipment purchased or improved with CDBG funds. Property and/or equipment retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.505, as applicable.
- b. Develop a control system with adequate safeguards to prevent loss, damage, or theft of the integral structural fixture and associated property.
- c. Develop adequate maintenance procedures to keep the integral structural fixture and associated property in good and usable condition.
- d. Conduct a physical inventory and reconcile the results with the Subrecipient’s property records not less than every two years.
- e. Collect, maintain and report or otherwise make available information establishing program funds were used for the eligible activity as identified in Exhibit B, Program Performance.
- f. Collect, maintain and report or otherwise make available information establishing program funds were used to meet the National Objective identified EXHIBIT B, Program Performance. Such records will be in accordance with the applicable requirements of 24 CFR 570.506(b).
- g. Prepare written responses to monitoring letters from UGLG; and provide follow-up corrective actions.

3. Reversion of Assets and Program Income

The Subrecipient shall transfer to the Recipient any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination. 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 \$25,000.00, in the event of cancellation, assignment or termination of this Agreement prior to the end period provided in “1. Program Activities” above; the Subrecipient shall reimburse the Grantee the amount of 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 to Recipient shall constitute CDBG Program Income and shall be subject to the provisions of 24 CFR 570.489(e).

Award Amount and Payment Terms

In the event the Subrecipient shall undertake the construction of public facilities with funds disbursed by the Grantee and in consideration of the Scope of Work described above and in accordance with the Subrecipient's performance obligations in EXHIBIT B and budget in EXHIBIT C, the Grantee agrees to provide Subrecipient up to a maximum of \$00,000.00 dollars to carry out the activities of this program.

The obligation of Grantee for payments under this Agreement is subject to monies being appropriated by Grantee under the U.S. Department of Housing and Urban Development, CDFA 14.228. The CDBG Subrecipient authorized to undertake the programs activities awarded herein shall include in all of its subcontracts the Federal Regulations as stipulated by Grantee and OCD requirements.

Payments to Subrecipient and any designated Subawards or Contractors are governed by the Federal grants management rule for cost allowability found at 2 CFR Subpart E. Accordingly; payments will be reimbursement for allowable costs. Each request for reimbursement shall identify the approved [name] Program task(s) and quantity of services or items and the allowable costs for each approved budget activity as defined in EXHIBIT C. Payments to Subrecipient's contractors and vendors are conditioned upon compliance with the procurement requirements provided for in 2 CFR 200.318-326 as applicable.

Allowable costs shall be in compliance with 2 CFR 200 Subpart E "General Provisions for Selected Items of Cost". If progress and/or completion to the reasonable satisfaction of the Grantee are obtained, the Grantee agrees to make payment to the Subrecipient on a cost reimbursement basis upon presentation of appropriate documentation according to these procedures:

Reimbursement Procedures

In the event the Subrecipient carries out the program with funds disbursed by the Grantee:

- a. Invoices. Each invoice submitted by Subrecipient shall bear a unique invoice number. The Subrecipient shall certify that all such services billed, including subcontracted services (when applicable), have been completed, and incurred expenses are true and correct.
- b. Source Documentation. Subrecipients shall maintain (be available for inspection) the **original** invoices and source documentation for expenses incurred and have available for any audit that might result in this program. Requests for payment submitted to Grantee must be accompanied by **copies** of invoices or source documentation according to the applicable price.

Requests for payments shall be mailed to:

Division of Administration,
Office of Community Development
P. O. Box 94095
Baton Rouge, Louisiana 70804-9095

Or hand delivered, sent by courier service to:

Division of Administration,
Office of Community Development
Claiborne Building., Suite. 3-150
1201 North 3rd Street
Baton Rouge, Louisiana 70802

In the event the Agreement Monitor determines that the Subrecipient has failed to provide services for which a reimbursement payment has been made or has not provided a satisfactory level of performance for which a reimbursement payment has been made, reimbursement funds for such payments shall be refunded by the Subrecipient or, at the option of UGLG, withheld from subsequent payments.

Taxes

Subrecipient hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be Subrecipient's obligation and identified under Federal tax identification number _____.

Termination for Cause

Either party may terminate this agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the agreement; provided that the party claiming such failure to comply shall give the non-complying party written notice specifying such failure. If within thirty (30) days after receipt of such notice, the non-complying party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the party claiming noncompliance may, at its option, place the non-complying party in default and the agreement shall terminate on the date specified in such notice.

Termination for Convenience

UGLG may terminate the agreement at any time by giving ninety (90) days' written notice to Subrecipient. Subrecipient shall be entitled to payment for all reimbursement payment earned.

Remedies

Any claim or controversy arising out of this agreement shall be resolved by the provisions of La. R.S. 39:1524-1526.

Ownership

All records, reports, documents and other material delivered or transmitted to UGLG by the Subrecipient shall remain the property of UGLG, and shall be returned by Subrecipient to the UGLG, at Subrecipient's expense, at termination or expiration of this agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by Subrecipient in connection with performance of the services contracted for herein shall become the property of the Subrecipient, and shall, upon request, be returned by Subrecipient to UGLG Subrecipient's expense at termination or expiration of this agreement.

Access to Records

The Subrecipient shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit reasonable access to its books, records and accounts by the Office of Community Development – Local Government Assistance (OCD-LGA), HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

Assignment

Subrecipient shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of UGLG, provided however, that claims for money due or to become due to Subrecipient from UGLG may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to UGLG.

Auditors' Clause

It is hereby agreed that the UGLG, U.S. Government Accountability Office, Legislative Auditor of the State of Louisiana, and/or the Office of Community Development, Division of Administration auditors or auditors contracted by them shall have the option of auditing all records and accounts of Subrecipient that relate to this agreement at any time during normal business hours, as often as deemed reasonably necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Subrecipient shall comply with all relevant provisions of state law pertaining to audit requirements, including La. R.S. 24:513 et seq. 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 in material respects 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 Subrecipient policy concerning Subrecipient audits and 2 CFR Part 200, Subpart F Audits.

Amendments in Writing

Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties.

Section Heading 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.

Fiscal Funding Clause

The continuation of this agreement is contingent upon the appropriation and availability of funds to fulfill the requirements of the agreement. If insufficient monies are appropriated to provide for the continuation of the agreement, or if such funding is reduced by government action and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. Subrecipient acknowledges that the funding for this Agreement is subject to congressional, legislative or executive changes such as mid-year budget reductions, which could result in a mid-year reduction of funds available pursuant to this agreement.

Discrimination Clause

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 funds made available under this chapter. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.] or with respect to an otherwise qualified handicapped individual as provided in section 794 of title 29 of the U.S. Code shall also apply to any such program or activity.

Term of Agreement

This Agreement shall begin on _____, 20xx and shall terminate on _____, 20xx.

THUS DONE AND SIGNED AT Local City, Louisiana on the ___ day, of _____, 20xx.

UGLG

Authorized Person, Title

THUS DONE AND SIGNED AT Local city, Louisiana on the ___ day, of _____ (month), 2022

Subrecipient

Authorized Person, Title

EXHIBIT A

CDBG PROGRAM ADMINISTRATION AND COMPLIANCE

1. General Compliance

The Subrecipient agrees to comply with the requirements of title 24 of the Code of Regulations Part 570 (<http://www.gpoaccess.gov/cfr/index.html>) and with all other applicable Federal, state, and local laws and all applicable Office of Management and Budget Circulars (<http://www.whitehouse.gov/omb/circulars/>).

Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. Performance Monitoring

Subrecipient's performance will be monitored by the UGLG against the Performance Measures as stated in Exhibit B "The Performance Schedule." Substandard performance as determined by the UGLG 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 UGLG, contract suspension, termination procedures or other remedies as provided for in 2 CFR 200.338 will be initiated.

3. Financial Management

a. Accounting Standards

The Subrecipient agrees to comply with "Standards for Financial Management" for non-Federal entities 2 CFR Part 200, Subpart D Standards for Financial and Program Management as applicable, 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. Subrecipient shall maintain a system of accounting and financial controls adequate to permit the effective administration of a cost reimbursed contract/agreement. This includes fiscal control and fund accounting procedures that assure proper disbursements of and an accounting for funds provided under this agreement and any required expenditures. Accounting procedures must provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls must be established that are adequate to ensure that expenditures charged to project activities are allowable for the intended purposes, and that documentation is readily available to verify such charges are accurate.

b. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, Subpart E "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

4. Documentation and Record Keeping

a. Records To Be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to: Records providing a full description of each activity undertaken, as set forth in this agreement.

- i. Records required to determine the eligibility of activities as set forth in the Guidelines.
 - ii. Uniform Administrative Requirements as required by 2 CFR Part 200;
 - iii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570, to the extent that Subrecipient is obligated to oversee such compliance as set forth in the Grant Agreement without reference to Exhibits.
- ##### b. Retention

The Subrecipient shall retain all required financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of OCD'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.

5. Close-outs

The Subrecipient obligation to the Grantee 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 Sub-recipient, 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. Procurement

a. Compliance

The Subrecipient shall conduct all procurement transactions in a manner providing for full and open competition and comply with the applicable procurement regulations. Subrecipient shall provide Grantee with executed copies of all contracts along with documentation concerning the selection process. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Recipient upon termination of this Agreement.

b. Procurement Records

Subrecipient must maintain records of all procurement actions sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

c. Federal Administrative Requirements

The Subrecipient will use its own documented procurement procedures in procuring all materials, property, or services from outside vendors and which reflect applicable State, local, and **Parish** laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200.318 to 200.326.

d. Travel

Travel expenses, which must be included in the approved Budget, constitute part of the total maximum payable under the contract and only will be reimbursed in accordance with Louisiana Division of Administration Policy and Procedures Memorandum 49 (the State General Travel Regulations). All out of state travel that will be charged to the CDBG program must be approved in writing by the Office of Community Development.

e. Indirect Costs

Any indirect costs that are charged to the program will be in accordance with the requirements of 2 CFR Part 200, Subpart E.

f. Utilization of Small, Minority and Women's Owned Enterprises.

Subrecipients shall make positive efforts to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible following the steps outlined in 2 CFR 200.321.

7. Program Income

Subrecipient shall provide a report of its program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract as part of its close-out activities. Program Income must be remitted to Grantee upon receipt for remittance to Grantee.

8. Other Prohibited Activities

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.

9. Section 3 Compliance

Subrecipient agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3) insofar as this act applies to the performance of this agreement. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. HUD-assisted projects covered by Section 3 are those defined in 24 CFR 75.3.

10. Labor Standards

Subrecipient and its contractors agree to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, (40 U.S.C. 3141 *et seq*) and implementing regulations found at 29 CFR Part 5, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

11. Debarment or Suspension

No funds provided under this award may be used to pay salaries of employees or costs of consultants, contractors, or other service providers where such individuals are currently under suspension or debarment by a Federal agency. The Subrecipient is responsible for verifying that its contractors, and each tier of subcontractors, are not on the List of Parties Excluded from Federal Procurement or Non-Procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

12. Environmental Conditions

Subrecipient agrees to comply, insofar as they apply to the performance of this agreement, with: HUD Environmental Review Procedures 24 CFR Part 58, the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15), HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B, and the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470). In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Sub-recipient 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 and construction purposes.

13. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318(c) 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 purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient or any designated public agency.

14. Contract Provisions

Subrecipient will include the provisions of all of the provisions of this exhibit, in every contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors.

15. Civil Rights

The Subrecipient agrees to comply 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 Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086. The Subrecipient agrees to comply 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 Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

16. Training

Subrecipient shall send an appropriate representative to any mandatory training on program compliance, if scheduled by the Grantee.

17. Federal Grant Terms and Authorities

Federal grant terms used throughout this grant agreement are defined in 2 CFR 200.1 “Definitions” and other applicable laws and regulations:

“Community Development Block Grant Program” – 42 U.S.C. 5301 *et seq*; 24 CFR Part 570; Catalogue of Federal Domestic Assistance [CFDA] #14.228

“Federal Award” – The Federal financial assistance that a recipient receives indirectly from a pass-through entity, does not include other contracts that a Federal agency uses to buy goods or services from a contractor.

“Recipient” – means an entity, usually but not limited to non-Federal entities that receives a Federal award directly from a Federal awarding agency.

“CDBG Entitlement Program Recipient” – 24 CFR 570.1 (a)(1)

“CDBG State Program Recipient” – 24 CFR 570.1(a)(3)

“Pass Through Entity” – means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

“Subrecipient” – means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award.; and also 24 CFR 570.500(c); 2 CFR 200.331(a)

“Sub-award” – means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

“Grant Agreement” – Is used to enter into a relationship the principal purpose of which is to transfer anything of value to carry out a public purpose authorized by a law of the United States (see [31 U.S.C. 6101\(3\)](#)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use;

“Consolidated Plan” – 24 CFR 570.3

“Eligible Activity” – 42 U.S.C. 5305(a); 24 CFR 570.201; 570.202;570.203; 570.204; 570.205; 570.206

“National Objective” – Entitlement Program – 24 CFR 570.208

“National Objective” – State Program -24 CFR 570.483

“Contract” – means, for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award. For additional information on subrecipient and contractor determinations, see [§ 200.331](#).

“Contractor” – means an entity that receives a contract as defined in this section and 2 CFR 200.330(b)

“Low-and-Moderate Income Household” and “Person” – 24 CFR 570.3

“Program Administrative Costs” – 24 CFR 570.206

“UGLG - Unit of General Local Government” – 24 CFR 570.3 “shall have the meaning provided in section 102(a)(1) of the Act and shall apply to awards according to 24 CFR 570.480(g).

The Subrecipient agrees to comply with the requirements of title 24 of the Code of Regulations Part 570 and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (<http://www.gpoaccess.gov/cfr/index.html>).

**EXHIBIT B
PROGRAM PERFORMANCE**

Eligible Activity:

The Subrecipient will carry out program activities that qualify as the following eligible use(s) of program funds:

- 24 CFR 570.201(a) Acquisition
- 24 CFR 570.201(c) Public Facilities and improvements
- 24 CFR 570.201(d) Clearance and Demolition
- 24 CFR 570.206 Program Administration

Description of the Public Facility:

The Subrecipient will utilize program funds to construct an (DESCRIBE THE FACILITY, i.e. integral structural facility to the school building HVAC improvements).

The Subrecipient shall permit the UGLG to construct improvements on the [name] [type] system.

National Objective:

The Subrecipient shall be responsible for insuring that program beneficiaries will meet the eligibility requirements of the CDBG program found at 24 CFR 570.483 *Criteria for National Objectives*.

CHOOSE ONE OF THE FOLLOWING AND DELETE THE OTHER CHOICE AND THIS INSTRUCTION.

- a. Area wide benefit - providing benefits to all the residents of the Subrecipient's defined service area and who are at least 51% low and moderate income persons; 24 CFR 570.483(b)(1).

The qualifying service area for this project is defined as:
[the City of ____]
[the Parish of ____]
[Census Tracts ____, ____, ____ of ____ Parish]

- b. Limited Clientele - a facility designed for use by a limited clientele consisting exclusively or predominantly of low and moderate income persons:

The qualifying limited clientele consisting beneficiaries are:
____ Presumed benefit

Household income beneficiary forms showing the size and annual income of the family of each person receiving the benefit.

EXHIBIT C
PROGRAM BUDGET