

**SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF HAMPTON  
AND  
The Planning Council  
FOR  
Continuum of Care Planning Activities**

**THIS SUBRECIPIENT AGREEMENT** (this “Agreement”), is entered this \_\_ day of \_\_\_\_\_, 2018 by and between the **City of Hampton**, a municipal corporation of the Commonwealth of Virginia located at 22 Lincoln Street, Hampton, Virginia 23669 (“Grantee” and “Pass-Through Entity”) and The Planning Council, a non-profit corporation of the Commonwealth of Virginia, with a principal place of business at 5365 Robin Hood Road, Suite 700, Norfolk, VA 23513 (the “Sub-recipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under U.S. Department of Housing and Urban Development, Continuum of Care;

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds by administering FY 2016 Planning Grant for VA-505 as described in the FY 2016 VA- 505 Collaborative Application, approved by the U.S. Department of Housing and Urban Development on or about July 1, 2017;

WHEREAS, the Sub-recipient wishes to administer Greater Virginia Peninsula Homelessness Consortium (GVPHC) Continuum of Care Coordination Planning on behalf of the Grantee; and

WHEREAS, the Sub-recipient represents that it has the capacity to do so and is willing to carry out those portions of the Planning Grant activities described in the FY2016 Collaborative Application.

NOW, THEREFORE, it is agreed between the parties that:

**I. MINIMUM REQUIREMENTS**

- A. Sub-recipient Name: The Planning Council
- B. Sub-recipient DUNS No.: 17-528-4785
- C. Federal Award Identification No.: VA0306L3F051600
- D. Federal Award Date: July 1, 2017
- E. Sub-recipient Period of Performance Start and End Dates: May 1, 2018 – April 30, 2019
- F. Amount of Federal Funds Obligated by the Current Action: \$58,754.00.
- G. Total Amount of Federal Funds Obligated to the Sub recipient: \$58,754.00.
- H. Total Amount of Federal Award: \$58,754.00.

- I. Federal Award Project Description (responsive to the Federal Funding Accountability and Transparency Act: *See* Paragraph No. II (A)-(B) below.
- J. Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for Awarding Official:
1. Awarding Agency: U.S. Department of Housing and Urban Development.
  2. Pass-Through Entity: City of Hampton  
22 Lincoln Street  
Hampton, VA 23669
  3. Contact Information for Awarding Official:  
Ronnie J. Legette, Director  
U.S. Department of Housing and Urban Development  
Richmond Field Office  
Community Planning & Development Field Offices  
600 E. Broad Street  
Richmond, VA 23219  
(804) 822-4831.
- K. Catalog of Federal Domestic Assistance Number and Name; Continuum of Grant – 14.267
- L. Is this a R&D Award?: No
- M. Indirect Cost Rate for the Federal Award: N/A.
- N. All Compliance Requirements Imposed by the Pass-Through Entity to Ensure the Federal Award is Used in Accordance with All Federal Statutes, Regulations, and Terms and Conditions: *See* Paragraph Nos. VII through X.
- O. Additional Requirements Deemed Necessary by the Pass-Through Entity: *See* Paragraph Nos. II through VI, and XI through XVI below.
- P. Sub-recipient Commitment to Permit the Pass-Through Entity and Auditors Access to the Sub recipient's Records and Financial Statements: *See* Paragraph No. VIII (B) (6) below.
- Q. Closeout of the Agreement: *See* Paragraph No. VIII (B) (5) below.

## II. SCOPE OF SERVICE

### A. Activities

Greater Virginia Peninsula Homelessness Consortium (GVPHC) Planning Project. The Sub-recipient will be responsible for administering Planning grant for VA-505 Fiscal Year 2016 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Continuum of Care Planning is funded as a separate project by both HUD and the Virginia Department of Housing and Community Development to support the required activities in order to obtain annual homeless assistance funds. Such programs will include the following activities eligible under the Planning grant:

### B. Responsibilities of the Greater Virginia Peninsula Homelessness Consortium Planning Project

- (1) Developing a communitywide or region wide process involving the coordination of nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve veterans, and homeless and formerly homeless individuals;
- (2) Determining the geographic area that the Continuum of Care will serve;
- (3) Developing a Continuum of Care system;
- (4) Evaluating the outcomes of projects for which funds are awarded in the geographic area, including the Emergency Solutions Grants program;
- (5) Participating in the consolidated plan(s) of the jurisdiction(s) in the geographic area; and
- (6) Preparing and submitting an application to HUD on behalf of the entire Continuum of Care membership, including conducting a sheltered and unsheltered point-in-time count and other data collection as required by HUD.

### C. General Administration

Program administration costs include staff and related costs required for overall program management, coordination, monitoring, reporting, and evaluation. A list of items that are considered to be eligible activities for Continuum of Care planning activity grants are contained in 24 CFR 578.39.

D. Levels of Accomplishment – Goals and Performance Measures

The Sub-recipient acknowledges the following goals established by HUD for all Planning projects and agrees to provide services in furtherance of those goals, to include:

- 1. Coordination Activities:** Meetings of all types, events, subcommittee participation, regulations and guidelines, public communication and marketing
- 2. Project Evaluation:** Review of APRs, Performance Scorecard, data reports, other program outcomes
- 3. Project Monitoring Activities:** Site visits, project and annual reports, Standard of Care review
- 4. Participation in the Consolidated Plan:** Participation in planning meetings, writing and feedback for each jurisdiction
- 5. CoC Application Activities:** Point in Time, AHAR, GIW, HIC, application completion, CoC meetings and training
- 6. Developing a CoC System:** Meetings with funding agencies, local government, HUD Field Office, review and implementation of guidelines, training of CoC members
- 7. HUD Compliance Activities:** Communication/meeting with HUD Field Office, review and implementation of Standards of Care, training of CoC members, site visits to agencies

E. Performance Monitoring

The Grantee will monitor the performance of the Sub-recipient against goals and performance standards as stated above, in accordance with 24 CFR 578.107. Sub-standard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the Grantee, the Grantee may take one or more of the remedial actions and/or sanctions listed in 24 CFR 578.107(b).

**III. TIME OF PERFORMANCE**

Services of the Sub-recipient shall start on the 1st day of May, 2018 and end on the 30th day of April 2019, as funds are available from the Department of Housing and Urban Development (“HUD”). The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of the Planning Grant funds.

**IV. BUDGET**

<u>Type</u>	<u>Amount</u>
<u>Lease</u>	<u>\$0</u>
<u>Supportive Services</u>	<u>\$0</u>
<u>Operating Cost</u>	<u>\$0</u>
<u>Administration</u>	\$58,754.00
<b><u>Total</u></b>	<b><u>\$58,754.00</u></b>

Any amendments to the budget must be approved in writing by both the Grantee and the Sub-recipient.

**V. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$58,754.00 plus any additional supplemental program income earned during the term of this Agreement. Drawdowns for the payment of eligible expenses shall be made by reimbursement against the line item budgets specified in Paragraph II above and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph II and in accordance with performance.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 2 CFR 200.302.

**VI. NOTICES**

Notices required by this Agreement shall be in writing and delivered via first-class mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

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

Grantee:  
Mary B. Bunting  
City Manager  
City of Hampton  
22 Lincoln Street  
Hampton, Virginia 23669  
(757) 727-6392

Sub-recipient:  
Angela Kellam  
President/CEO  
The Planning Council  
5365 Robin Hood Road  
Suite 700  
Norfolk, Virginia 23513  
(757) 622-9268 ext. 3008

With copy to:  
Wanda E. Rogers  
Director

Hampton Department of Human Services  
1320 LaSalle Avenue  
Hampton, Virginia 23669  
757-727-1955

## VII. GENERAL CONDITIONS

### A. General Compliance

The Sub-recipient agrees to comply with the requirements of the McKinney-Vento Homeless Assistance Act, 42 USC § 11301 et seq., specifically including, but not limited to Title IV, Part C, Continuum of Care Programs, 42 USC §§ 11381 – 11389, and the Continuum of Care Program rules, contained at 24 CFR Part 578. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

### C. Hold Harmless

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

### D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement pursuant to the statutes of Virginia.

### E. Insurance & Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Sub-recipient shall comply with the bonding and insurance requirements of 2 CFR 200.447 and 2 CFR 200.304, Insurance and Bonding, respectively, if applicable.

F. Grantee Recognition

The Sub-recipient shall ensure recognition of the role of the Grantee 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 Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

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

The Grantee 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 Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 2 CFR 200.338 through 2 CFR 200.342, the Grantee may suspend or terminate this Agreement if the Sub-recipient 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 Sub-recipient 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 Sub-recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the Grantee or the Sub-recipient, 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 Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

## **VIII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1) Accounting Standards**

The Sub-recipient agrees to comply with 2 CFR 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2) Cost Principles**

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

### **B. Documentation and Record Keeping**

#### **1) Records to be Maintained**

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 578.103, that are pertinent to the activities to be funded under this Agreement..

#### **2) Retention**

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years from the date of final expenditure of all grant funds, in accordance with 24 CFR 578.103(c). 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 five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

#### **3) Client Data**



If applicable, the Sub-recipient 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 Grantee monitors or their designees for review upon request.

4) Disclosure

The Sub-recipient understands that client information collected under this Agreement is private; and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, 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. The Sub-recipient further certifies it will comply with the confidentiality requirements of 24 CFR 578.103(b).

5) Close-outs

The Sub-recipient's 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 the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over VA-505 COC funds, including program income.

6) Audits & Inspections

All Sub-recipient 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 Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-recipient audits and 2 CFR 200.501(f). In addition to the right of Grantee to inspect Sub-recipient records at any time during normal business hours, a copy the independent auditors report shall also be provided to the Grantee by June 30, 2018.

C. Reporting and Payment Procedures

1) Indirect Costs

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

2) Payment Procedures

The Grantee will pay the Sub-recipient funds available under this Agreement, within 30 days of receiving reimbursable pay request and supporting information submitted by the Sub-recipient and consistent with any approved budget and Grantee policy concerning payments provided that all program income earned the month prior has been remitted and funds are available. Payments will be made to reimburse eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub-recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub-recipient.

3) Progress Reports

The Sub-recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

4) Completion Report

The Sub-recipient shall prepare and submit to the Grantee a Completion Report no later than March 31, 2019. Said report shall consist of an overview and evaluation of the projects, a comparison of milestones progress, outreach and collaboration efforts, total costs, listing of files, listing of personnel, and other reasonable information requested by the Grantee.

D. Procurement

1) Compliance

The Sub-recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2) OMB Standards

Unless specified otherwise within this Agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317 through 200.326.

3) Travel

The Sub-recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

**IX. PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1) Compliance

The Sub-recipient 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 the HCD Act, Section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, as amended, the Age Discrimination Act of 1975, as amended, Executive Order 11063 as amended by Executive Order 12259, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, 12086, and 13279.

2) Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination and equal opportunities requirements contained in 24 CFR 578.93 and 24 CFR 5.105(a).

3) Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

4) Fair Housing

The Sub-recipient agrees to comply with all State and Federal regulations issued pursuant to compliance with the Civil Rights Act of 1968, as amended, which prohibits discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability. The Sub-recipient shall also comply with Virginia Fair Housing Law, as

amended (Code of Virginia, 1950, as amended, Sec. 36-96.1, *et seq.*), which includes elderliness (55+) as a protected class.

B. Affirmative Action

1) Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965, as amended.

2) Women-and Minority-Owned Businesses (W/MBE)

The Sub-recipient 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 African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The Sub-recipient shall furnish and cause each of its own sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4) Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer.

6) Sub-contract Provisions

The Sub-recipient will include the provisions of Paragraphs XIII.A, Civil Rights, and B, Affirmative Action, in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restrictions

1) Prohibited Activity

The Sub-recipient 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) Commitment to a Drug-Free Workplace

In accordance with the requirements of the Grantee, the Recipient will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The participating jurisdiction's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph (a);
- d. Notifying the employee in the statement required by subparagraph (a) that, as a condition of employment under the grant, the employee will --
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a)-(f).

D. Conduct

1) Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this Agreement 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 Grantee.

2) Sub-contracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub-recipient shall undertake to ensure that all sub-contracts that are in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all sub-contracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3) Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C. 1501, *et seq.*

1) Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 578.95, regarding conflicts of interest.

5) Lobbying

The Sub-recipient 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 of Lobbying Activities," 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub recipients 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 31 U.S.C. 1352. 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.

6) Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7) Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 5.109(d), such as worship, religious instruction, or proselytization.



8) Certification of Ability to Do Business with the Federal Government

The Sub-recipient certifies that it, its officers, and its employees are not debarred or suspended from doing business with the Federal Government.

9) Education for Homeless Children and Youths

The Sub-recipient certifies that it will establish policies and practices that are consistent with, and do not restrict the exercise of rights provided by Part B of Subchapter VI of the McKinney-Vento Homeless Assistance Act, 42 USC §§ 11431 – 11435, relating to the provision of educational and related services to individuals and families experiencing homelessness, as applicable.

**X. OTHER FEDERAL REQUIREMENTS**

The Sub-recipient agrees to comply with the additional Federal requirements set forth in 24 CFR Part 5 and 24 CFR 578.99, insofar as they apply to the performance of this agreement.

**XI. 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.

**XII. 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.

**XIII. WAIVER**

The Grantee's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XIV. VENUE**

Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton.

**XV. AUTHORITY TO SIGN**

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. This Agreement

may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original without production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

**XVI. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Grantee and the Sub-recipient 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 Grantee and the Sub-recipient with respect to this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]


As evidence of their agreement to the preceding terms and conditions set forth herein, the Parties affix their authorized signatures hereto:

**CITY OF HAMPTON, VIRGINIA**

By: \_\_\_\_\_  
Mary B. Bunting  
City Manager/Authorized Designee

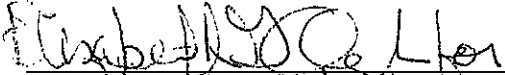
\_\_\_\_\_  
Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:


  
\_\_\_\_\_  
Kimberly Karle  
Senior Assistant City Attorney

4/6/2018  
\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Wanda Rogers  
Director, Hampton Department of Social Services

4/11/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Felecia J. DeBrew  
Financial and Operations Administration

4/11/18  
\_\_\_\_\_  
Date

CERTIFICATION AS TO AVAILABILITY OF FUNDS:

\_\_\_\_\_  
Karl Daughtrey  
Director of Finance

\_\_\_\_\_  
Date

**THE PLANNING COUNCIL**

By: Angela Kellam  
Angela Kellam  
President/CEO

4/10/18  
Date

STATE OF Virginia

CITY/COUNTY OF Norfolk, to-wit:

The foregoing Sub-recipient Agreement was acknowledged before me this 10<sup>th</sup> day of, April 2018, by The Planning Council, a non-profit corporation of the Commonwealth of Virginia. She/He is known to me personally or produced personally as proper identification.

Hermania Grace Armstrong  
Notary Public

My Commission expires: 9-30-2021

Registration number: 306868