



**COMMUNITY
DEVELOPMENT**
CITY OF COLUMBIA

INTERDEPARTMENTAL AGREEMENT BETWEEN

City of Columbia Community Development Department

And

Columbia Fire Department

For

**Implementing the Olympia Fire Station Program Under the Community Development Block Grant –
Mitigation Program**

This document constitutes an agreement between the City of Columbia Community Development Department (CDD) and the Columbia Fire Department. CDD and Columbia Fire Department will collectively be referred to as the “Parties” or individually as a “Party” throughout this Interdepartmental Agreement.

The CDD has been designated as the Grantee (“Grantee”) to administer the City of Columbia’s Community Development Block Grant – Mitigation funds, which are subject to the federal statutes and regulations governing CDBG-MIT grants, as modified by exceptions and waivers previously granted and which may hereinafter be granted by the U.S. Department of Housing and Urban Development (“HUD”). The Community Development Department through this Interdepartmental Agreement is designating to Columbia Fire Department the responsibilities and requirements contained within related to the CDBG-MIT Olympia Fire Station Project.

PREAMBLES

WHEREAS, the City of Columbia has applied for and received funds, Catalog of Federal Domestic Assistance Number 14.218 (CDBG MIT), from the Further Additional Supplemental Appropriation for Disaster Relief Act 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018), Public Law 115-123;

WHEREAS, the City of Columbia submitted to HUD, and HUD on June 29, 2020, approved a “Community Development Block Grant Mitigation Action Plan (“Action Plan”), detailing a range of programs to address the City of Columbia’s unmet mitigation needs, which resulted in \$18,585,000 in CDBG-MIT funding allocated to the city;

WHEREAS, Grantee has been designated to administer the City’s allocation of CDBG-MIT funding subject to Federal statutes and regulations governing CDBG-MIT grants, and as modified by any exceptions and waivers granted by HUD.

WHEREAS, Grantee has designated Columbia Fire Department project manager to the CDBG-MIT Olympia Fire Project, pursuant to 24 CDG 570.501 because the Columbia Fire Department has developed expertise in implementing similar programs;

WHEREAS the Columbia Fire Department agrees to perform the duties and to assume the responsibilities for construction management the CDBG-MIT Olympia Fire Station Project set forth in the City's Action Plan and amendments thereto and applicable laws and regulations;

WHEREAS the public purpose to be derived from this Agreement is the expeditious and effective implementation of mitigation measures to address the City's unmet mitigation needs.

WHEREAS the Parties wish to set forth their mutual understanding regarding their respective roles and responsibilities in implementing the activities set for in the Action Plan and any ensuing Action Plan amendments.

NOTWITHSTANDING any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and if required, a receipt by the City of Columbia of an Authorization to Use Grant Funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the City of Columbia's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

I. GENERAL DEFINITIONS

Unless specifically provided otherwise or the context requires otherwise, when used in this Agreement:

"100-year flood plain" means the geographical area defined by the Federal Emergency Management Agency (FEMA) as having a one (1) percent chance of being inundated by a flooding event in any given year.

"500-year flood plain" means the geographical area defined by FEMA as having a 0.2 percent chance of being inundated by a flooding event in any given year.

"Act" means the Further Additional Supplemental Appropriation for Disaster Relief Act 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018), Public Law 115-123.

"Activity Delivery Costs" means the actual implementation and delivery costs, including staff and overhead costs, directly related to carrying out activities under 24 CFR Part 570.201 through Part 570.204.

"Action Plan" means the City of Columbia's CDBG-MIT Action Plan and any subsequent Action Plan amendments thereto, formally submitted to and approved by the U.S. Department of Housing and Urban Development pursuant to the Further Additional Supplemental Appropriation for Disaster Relief Act 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018), Public Law 115-123.

"Allowable Costs" (also referred to as **"Eligible Costs"** or **"Eligible Expenses"**) means costs that are acceptable under 2 CFR Part 200 Subpart E – Cost Principles.

"CDBG-MIT" means grant funded provided by the U.S. Department of Housing and Urban Development pursuant to the Further Additional Supplemental Appropriation for Disaster Relief Act 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018), Public Law 115-123; and governed by Title I of the Housing and Community

Development Act of 1974, as amended, and those regulations set forth in 24 CFR Part 570, Subpart D as may be amended from time to time and all other applicable Federal and State regulations and laws and assurances signed by the Office of Community Development.

“Contractor” means a contractor paid with CDBG-MIT funds in return for a specific service. A contractor is a third-party firm the Grantee or Subgrantee contracts with through a formal procurement process to perform specific functions. The Subgrantee is not a contractor.

“Covered Persons” means any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City or of any designated public agencies, or subrecipients which are receiving CDBG-MIT funds.

“Draw Down” means the process of requesting and receiving CDBG-MIT funds.

“Direct Program Costs” means costs associated with the acquisition, materials, equipment and construction costs, warranty and other costs related to completion of the mitigation projects.

“Duplication of Benefits” means financial assistance under any other program or from insurance or any other source for any part of the project for which assistance is being provided with CDBG-MIT funds for programmatic activities.

“Eligible Activity” means any project, program, or portion thereof that receives financial assistance under this Agreement consistent with the City’s Action Plan, Action Plan Amendments and Federal Register notices applicable to CDBG-MIT allocations and otherwise compliant with applicable Federal laws and regulations and therefore is eligible to received CBG-MIT funds.

“Eligible Costs” means cost for the activities specified in this Agreement for which grant funds are budgeted, provided that such costs (i) are incurred in connection with activities eligible under the Further Additional Supplemental Appropriation for Disaster Relief Act 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018), Public Law 115-123, and Title I of the Housing and Community Development Act of 1974 and all applicable regulations and requirements, and (ii) conform with the requirements of 2 CFR Part 200, Subpart E – Cost Principles, as may be amended from time to time.

“Environmental Review Procedures” means the conditions imposed by law, particularly 24 CDF Part 58, and the provisions of the Agreement which prohibit or limit the commitment and use of grant funds until certain environmental review procedural requirements have been completed.

“Environmental Requirements” means the requirements described in 24 CFR Part 58.

“Environmental Studies” means all Eligible Activities necessary to produce an “environmental document” as that term is defined in 40 CFR 1508.10, or to comply with the requirements of 24 CFR Part 58.

“HUD” means the U.S. Department of Housing and Urban Development.

“Low- and Moderate-Income Area” (“LMA”) means an area where at least 51% of households have incomes at or below 80% of the area median income (AMI), and the area can be characterized as being predominantly residential in nature.

“National Objectives” means the following policy objectives of Title I of the Housing and Community Development Act of 1974 (the HCD Act), of which at least one (1) must be approved by HUD for applications that therein complied with in using CDBG-MIT funds to carry out the Olympia Fire Station Program: (a) urgent need, activities funded with the CDBG-MIT grant result in measurable and verifiable reductions in the risk of loss of life and property from future

disasters and yield community development benefits; (b) benefit to low-and-moderate income persons, either directly or to a geographical area with a population concentration of low-and moderate income persons that HUD determines would satisfy the aims of the HDC Act.

“Program” means the activities described in this Agreement (and those developed thereafter) that are to be carried out to meet the objectives of the Olympia Fire Station Program and related requirements pursuant to the City’s CDBG-MIT Action Plan and applicable laws and regulations.

“Subrecipient” means a public or private nonprofit organization/agency receiving CDBG-MIT funds. As CDD and the Columbia Fire Department are divisions within the same legal entity, the Columbia Fire Department shall be construed as a Subrecipient for the purposes of this Agreement.

II. SCOPE OF AGREEMENT

A. Grant Award

Subject to the terms and conditions of this Agreement, the Grantee, as administrator of the CDBG-MIT funds allocated to the City, shall make available to Columbia Fire Department mitigation funds in the amount of at least **Seven Million Dollars and n/100 (\$7,000,000)** for the purpose of funding activities under the CDBG-MIT Action Plan related to implementing and administering the Olympia Fire Station Project (“the Project”). Grant funds must be expended by **July 30, 2023**, unless further extended by amendment. Columbia Fire Department is required to ensure that all contracts related to performance of the Olympia Fire Station Project clearly stipulate the period of performance or the date of completion.

B. Implementation of Agreement

Columbia Fire Department is responsible for complying with said regulations and for implementing the Project in a manner satisfactory to the Grantee and to HUD and consistent with any applicable guidelines policies and procedures that may be required as a condition of the Grantee’s providing Grant Funds, including but not limited to all applicable CDBG-MIT program and compliance requirements set forth by this agreement and the Assurances found in Section II.D.5. The Grantee’s providing of Grant Funds under this Agreement is specifically conditioned on Columbia Fire Department’s compliance with this provision and all applicable CDBG-MIT Program and CDBG regulations, guidelines, and standards, including compliance with 24 CFR 70.900 et seq., governing performance reviews and remedial actions.

C. Goals and Objectives

The activities funded by this Agreement shall assist in meeting the National Objectives of the CDBG-MIT program and the execution of the program, which has as its purpose to support data-informed investments in high-impact projects that will reduce risks attributable to natural disasters, with particular focus on repetitive loss of property and critical infrastructure.

D. The Project

1. Statement of Work

The various elements of the project are as follows:

Milestone/Deliverable	Date
Identify site and provide option letter	May 2022
Complete Environmental Review	November 2022
Prepare and advertise procurement	December 2022
Receive AUGF	January 2023
Bid Closing/Contractor Selection	February 2023
Council Approval	April 2023
Award Contract/Issue Notice to Proceed	May 2023
Construction	May 2023 – June 2025
Final Inspection	July 2025
Review and Issue Payments for Final Invoices	September 2025
Provide Close out Documents	November 2025

2. The Budget

Columbia Fire Department shall use the Grant Funds for the Eligible Costs associated with implementing the Project in accordance with the budget and provisions set forth below.

a. Budget Amount

A Budget Item	B Calculation	C CDBG-MIT Request	D Other Funding Source	E Project Total
CONTRACTUAL SERVICES				
Contract service description	Amount and description of how arrived at total for each line item	\$	\$	
Fire Station Construction (including outfitting to allow for public service delivery)	Independent cost estimate provided by retained A/E firm	\$ 5,000,000.00		\$ 5,000,000.00
Acquisition of land	Real estate broker estimate	\$ 1,156,544.00	\$ 1,343,456.00	\$ 2,500,000.00
CONTRACT SERVICES TOTAL		\$ 6,156,544.00	\$ 1,343,456.00	\$ 7,500,000.00
ACTIVITY DELIVERY COSTS				
Activity delivery description	Amount and description of how arrived at total for each line item			
A/E Services	Contract value	\$ 515,356.00	\$ 166,600.00	\$ 681,956.00
Environmental review	Estimate based on prior work	\$ 10,000.00		\$ 10,000.00
OCD staff	Projection (5 year grant period)	\$ 84,000.00		
ICF/Stantec	Projection based on contract value)	\$ 80,000.00		
Davis Bacon/Section 3 compliance	projection based on contract value	\$ 33,100.00		
Other acquisition related costs	Legal, filing, accounting, title work (projected to be 8% or total acquisition cost)	\$ 121,000.00		\$ 121,000.00
ACTIVITY DELIVERY TOTAL		\$ 843,456.00	\$ 166,600.00	\$ 1,010,056.00
TOTAL EXPENSES		\$ 7,000,000.00	\$ 1,510,056.00	\$ 8,510,056.00

b. Activity Delivery Costs

Grantee will, upon receipt of acceptable documentation from Columbia Fire Department, reimburse actual reasonable Activity Delivery Costs related to the program. Activity Delivery costs to deliver the direct benefit includes the management, procurement, and technical work for:

- Engineering and design services
- Real estate services
- Construction of Olympia Fire Station_
- Other: Purchase of a site for the Olympia Fire Station (specify)

c. Direct Program Costs

Direct Program Costs include the labor and materials related to the purchase of real estate, and the construction/installation of the Olympia Fire Station.

3. Performance Requirements

Based on the HUD-approved Action Plan, Columbia Fire Department will submit for payment of eligible pre-agreement costs and intends to officially launch the Program upon full execution of this Agreement. Columbia Fire Department plans to complete all Activities of the Project including one hundred (100) percent expenditure of all allocated funds by Columbia Fire Department.

Columbia Fire Department agrees to provide intermediate benchmarks as required to be reported by Grantee to HUD at the conclusion of each quarter until the project is complete. Columbia Fire Department will also revise quarterly expenditure and metric projections as necessary as the project progresses. Funds not expended by the deadline of this Agreement, or as extended by the Grantee, are subject to recapture and reallocation to other eligible program areas and/or Subrecipients.

4. Eligible Costs

Columbia Fire Department shall receive and use Grant Funds for Eligible Costs as defined in Section I. Eligible Costs for Grant Funds under this Agreement including those applied to Eligible Activities that are mitigation-related and are otherwise in furtherance of the intent of this Agreement and the goals and objectives set forth herein, when approved by the Grantee in accordance with eligibility rules under CDBG-MIT guidelines and subject to limitations established by the Grantee.

Columbia Fire Department shall also, as part of the project feasibility analysis, establish and implement processes and procedures to prevent any duplication of benefits as defined by Section 312 of the Stafford Act. Columbia Fire Department processes must verify all sources of assistance for each activity, determine unmet mitigation need, and agree that any assistance received for the same purpose after executing this Agreement will be repaid to the Grantee.

5. Assurances

Columbia Fire Department will be responsible for implementing the Project activities in compliance with all applicable local, State and Federal laws and regulations. It shall be Columbia Fire Department's responsibility to require that all contractors and all tiers of their subcontractors adhere to all applicable local, State, and Federal laws and regulations, and to conduct all necessary monitoring for such compliance. As to laws and regulations applicable to the use of CDBG-MIT funds, Columbia Fire Department agrees to comply with all of the following requirements of this Agreement to the extent they are applicable. As to any other laws and requirements that may specifically apply to construction projects, Columbia Fire Department is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

a. Civil Rights

i. Compliance

The Sub-grantee 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.

ii. Nondiscrimination

The Sub-grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Sub-grantee will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

iii. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the Grantee and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The Sub-grantee, in undertaking its obligation to carry out the activity assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

iv. Section 504

The Sub-grantee agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against persons living with disabilities in any federally assisted program. The Grantee shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

b. Affirmative Action

i. Plan

The Sub-grantee 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.

ii. Women and Minority Owned Business Enterprises (WBE /MBE)

The Sub-grantee will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a

business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. Access to Records

The Sub-grantee shall furnish and cause each of its own Sub-grantees 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.

iv. Notifications

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

v. EEO/AA Statement

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

vi. Subcontracting Provisions

The Sub-grantee will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its Sub-grantees or subcontracts.

c. Employment Restrictions

i. Prohibited Activity

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian, or religious activities; lobbying, political patronage, and nepotism activities.

ii. Labor Standards

The Sub-grantee agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act 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 contract. The Sub-grantee shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Sub-grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provide, that if wage rates higher than those required under

the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Sub-grantee of its obligation, if any, to require payment of the higher wage. The Sub-grantee will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Wage determinations are to be included in all applicable procurements.

iii. "Section 3" Clause

The work to be performed under this contract is subject to the requirements of 24 CFR Part 75. This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

- a. *Section 3 projects.* (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 *et seq.*); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- b. The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance
- c. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- d. The *General Contractor/Subcontractor* agrees to identify all those individuals that will be working on the construction jobs by name, address, job title and wage rate. Thereafter, weekly payroll records will be submitted for those working on all sites. Upon adding any new worker to the payroll, the above information must be submitted.
- e. The General Contractor agrees to send to each labor organization or representative of workers with which the *General Contractor/Subcontractor* has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the General Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles

subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- f. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

d. Conduct

i. Assignability

The Sub-grantee shall not assign or transfer any interest in this contract without the prior written consent of the Grantee. Notice of any such assignments or transfer shall be furnished promptly to the Grantee.

ii. Subcontracts

a. Approvals

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

b. Monitoring

The Sub-grantee 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 to correct areas of noncompliance.

c. Content

The Sub-grantee shall cause all the provisions of this contract 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-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

iii. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

iv. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 24 CFR 570.611 and 2 CFR 200.218 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-grantee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Sub-grantee hereunder. These conflict-of-interest

provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Sub-grantees which are receiving funds under the CDBG-MIT program.

v. Lobbying

The Sub-grantee 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 a 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- 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-grantees shall certify and disclose accordingly; and

vi. Copyright

If this contract results in any copyrightable materials 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 government purposes.

vii. Religious Organization

The Sub-grantee agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200.

6. Cooperation with HUD and the Grantee

Columbia Fire Department hereby binds itself, certifies and assures that it will comply with all local, Federal, and State regulations, policies, guidelines, and requirements as they related to the application, acceptance and use of Federal grant funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement fall under the CDBG-MIT program administered by HUD, which is subject to ongoing modification and clarification. The Grantee's obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG-MIT program, as modified by exceptions and waivers previously granted and which may hereafter be granted by HUD. Columbia Fire Department agrees that in connection with its rights and obligations under this Agreement, it shall cooperate with HUD and the Grantee regarding the administration and audit of the Program, including compliance with various operating and reporting procedures, which may hereinafter be promulgated by the Grantee and HUD.

7. National Objectives

Columbia Fire Department shall ensure that any National Objective directly applied to the execution of the Program shall be achieved, including, but not limited to documenting the amount of Grant Funds that benefits Low-and Moderate-Income households directly or that otherwise benefit a prescribed area where at least fifty-one (51) percent of the residents are low- and moderate income persons or some other area percentage of low and moderate income persons that HUD establishes as satisfying that particular National Objective. Columbia Fire Department projects that one hundred (100) percent of the Program will benefit an area where 51% of the residents are of low or moderate income.

E. Contract Monitoring/Performance Measures

The contract monitor for the Grantee on this Agreement is the Director of the CDD or her designee. The performance measures for this Agreement shall include the successful performance and completion of all project obligations as provided in this Agreement and any attachments. Reporting requirements may require Columbia Fire Department to obtain data from third parties (e.g., contractors or subcontractors). It shall be Columbia Fire Department's obligation to implement any contractual arrangements it may need for the use of, and access to, such data.

CDD must ensure contractors, and/or other third parties receiving payment of Grant Funds have in place adequate controls and procurement processes and have established procedures to prevent any duplication of benefits as defined by Section 312 of the Stafford Act.

Grantee shall make review and audits, including onsite reviews of Columbia Fire Department as may be needed to meet HUD grant conditions and regulatory requirements. In the event of noncompliance, Grantee shall take such actions as may be appropriate to prevent a continuance of the deficiency, mitigate any adverse effects or consequences or prevent a recurrence.

F. Conflict of Interest

Except for approved personnel costs, none of City of Columbia's agents, members, officers, employees, consultants or members of its governing body or anyone who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work performed in connection with the Project or in any activity, or benefit here from, which is part of this Agreement at any time during or after such person's tenure unless all procedures for an exception have been documented and submitted in writing to the Grantee and the Grantee has approved such exception.

The procedures for requesting and documenting an exception from the Conflict-of-Interest provisions shall include the applicable procedures delineated in 24 CFR 570.489 (h)(4) and 2 CFR 200.318. This Conflict-of-Interest provision shall be in addition to the requirements in the "Common Rule" 24 CFR Part 85, 570.611, and 570.489(h).

The City of Columbia and all its departments and agencies agree to provide by the provisions of 24 CFR 570.6111 which includes (but is not limited to the following)

1. The City 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.
2. No employee, officer, or agent of the City of Columbia shall participate in the selection award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent would be involved.

3. No Covered Persons who exercise or have exercised any functions or responsibilities with respect to CDBG-MIT 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 assisted activity, or with response to the proceeds from the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for a period of one (1) year thereafter. For the purposes of this paragraph a "Covered Person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City of Columbia.
4. City of Columbia will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed \$7,000,000.00. Drawdowns for the payment of eligible expenses shall be made against the line-item budget specified in Section II. D.2.a. herein and in accordance with performance. The Sub-grantee will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses are provided.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.

The Grantee will pay to the Sub-grantee funds available under this contract based upon information submitted by the Sub-grantee and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Sub-grantee (reimbursement). Payments will be adjusted by the Grantee in accordance with any program income balances available in Sub-grantee accounts (if applicable). In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-grantee.

The Grantee shall be responsible for submitting draw down requests to HUD to reimburse the City of expenditures made on behalf of the program. To facilitate the draw down process, Columbia Fire Department will provide CDD in a format and timeline prescribed by the Grantee with a report of program expenditures, and documentation to support the expenditures.

CDD will maintain full documentation of Activity Delivery and Direct Program costs for all expenses incurred. Columbia Fire Department agrees that this documentation will be kept in a manner which is readily available to the Grantee, the federal funding source, or any other monitoring agency upon request.

In the event that the Columbia Fire Department intends to seek reimbursement for staff time expended to implement and oversee the project or program, each employee must keep timesheets documenting the date and number of hours spent on the project. These timesheets must be signed by both the employee and his/her supervisor and provided to CDD along with other required documentation at the time reimbursement is requested.

In the event of noncompliance with this Agreement, the Grantee may withhold approval of Funding Requests for payment of Columbia Fire Department's expenses until the Grantee determines that Columbia Fire Department has brought the Program into compliance. Non-compliance on any aspect funded under this Agreement may serve as a basis to withhold approval on other funds payable under

this agreement.

IV. TERM OF AGREEMENT, IMPLEMENTATION SCHEDULE, TERMINATION OR SUSPENSION OF AGREEMENT

A. Term of Agreement

The services of Columbia Fire Department shall start on _____ and end on _____. The term of this Agreement and the provisions herein may be extended during the term of the Agreement, upon request to the Grantee to cover any additional time period to carry out activities. During the term of this Agreement and any extensions, Columbia Fire Department will remain in control of the CDBG-MIT funds or other assets.

B. Implementation Schedule

Milestone/Deliverable	Date
Identify site and provide option letter	May 2022
Complete Environmental Review	November 2022
Prepare and advertise procurement	December 2022
Receive AUGF	January 2023
Bid Closing/Contractor Selection	February 2023
Council Approval	April 2023
Award Contract/Issue Notice to Proceed	May 2023
Construction	May 2023 – June 2025
Final Inspection	July 2025
Review and Issue Payments for Final Invoices	September 2025
Provide Close out Documents	November 2025

C. Termination/Suspension for Cause

The Grantee may suspend or terminate this Agreement, in whole or in part without notice, if the Sub-grantee materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Sub-grantee ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Sub-grantee is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds due to be paid for past work as liquidated damages, until such time as the Sub-grantee is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance. Reasons for suspension or termination shall include, but not be 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 be applicable at any time;
2. Failure, for any reason, by Columbia Fire Department to fulfill in a timely and proper manner the material obligations under this Agreement.
3. Submission by Columbia Fire Department of reports to CDD, HUD, or either of their auditors, that are incorrect or incomplete in any material respect; or
4. Ineffective or improper use of Grant Funds as provided for under this Agreement.

D. Termination for Convenience

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of the Statement of Services in Paragraph I.D.1. above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Sub-grantee under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Sub-grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

E. Termination Due to Unavailable Funding

The continuation of the Agreement is contingent upon the appropriation and release of sufficient funds to the Grantee to fulfill the requirements of his Agreement. Failure by the appropriate authorities to approve and provide an adequate budget to the Grantee for fulfillment of this Agreement shall constitute reason for termination of the Agreement by either Party. Columbia Fire Department shall be paid for all authorized services properly performed prior to termination, as well as be permitted to request Grant Funds in an amount required to fund all commitments made by Columbia Fire Department to third parties for grants, loans and/or procurement contracts prior to termination.

F. Obligations Governing Use of CDBG-MIT Funds Survive Termination

Termination of this Agreement under any of the foregoing provisions shall not alter or diminish Columbia Fire Department's obligations governing the use of CDBG-MIT funds under applicable statutes and regulations or under this Agreement and/or shall not terminate any of Columbia Fire Department's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to the following (1) the duty to maintain and provide access to records; (2) the duty to monitor and report on the use of any Grant Funds expended or awarded to Columbia Fire Department in compliance with all terms, conditions, and regulations herein; (3) duty to enforce compliance with terms of grants or loans issued by CDD under this Agreement' and (4) duty to monitor, collect and manage Program Income, if applicable.

G. Payment Upon Termination

Except in the event of termination or suspension for cause, Columbia Fire Department shall be entitled to payment on invoices submitted to the Grantee no later than ninety (90) days from the date of termination contained within the notice, to the extent that payment requests are for Eligible Activities satisfactorily completed during the term of the Agreement and otherwise reimbursable under the terms of the Agreement.

V. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 2 CFR 200 OMB "Super Circular" and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

If the Sub-grantee is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 Subpart E - would apply.

If the Subgrantee is a nonprofit, then Appendix IV and Appendix VIII to 2 CFR Part 200 shall apply as applicable. If the Subgrantee is an institution of higher learning, then Appendix III to 2 CFR Part 200

shall apply. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Reversion of Assets

The Sub-grantee shall transfer to the grantee any CDBG funds on hand at the time of expiration of agreement and any accounts receivable attributable to the use of CDBG funds. Including any real property under the Sub-grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- a. Used to meet one of the three National Objectives of the CDBG program until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the grantee: or
- b. disposed of in a manner that result in the grantee being reimbursed in 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. (Reimbursement is not required after five years.)

B. Documentation and Record-Keeping

1. Records to be maintained.

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken.
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program.
- c. Records required determining the eligibility of activities.
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR 200.302 and 200.327.
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Record Retention

The Sub-grantee shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement. Records for real property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. 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.

a. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not 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.

b. Disclosure

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

c. Property Records

The Sub-grantee shall maintain real property inventory records with clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503(b) (8), as applicable.

d. Close-Outs

The Sub-grantee's obligation to the Grantee shall not end until all close-out requirements as set forth in 24 CFR 570.509 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.

The terms of this Agreement shall remain in effect during any period that Columbia Fire Department is exercising any supervision or control over the CDBG-MIT funds, including Program Income (if applicable).

e. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees, or the Federal Government, at any time during normal business hours, as often as the Grantee deems 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-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-grantee audits and, as applicable 2 CFR Part 200, Subpart F – Audit Requirements.

3. Access to Records

With respect to those records referenced in subsection 1 above, Columbia Fire Department shall comply with the retention and access requirements set forth in 24 CFR 570.506. Grantee, the City Auditor, HUD, the Auditor General of the United States, and any of their duly authorized representatives or agents, shall have access to any books, documents, papers, and records of the project that are directly pertinent to this Agreement for the purpose of audits, examinations and making excerpts and transcriptions.

The City shall provide citizens with reasonable access to records, regarding the past use of CDBG funds, consistent with applicable Federal, State, and local laws regarding transparency, privacy, and obligations of confidentiality.

All records, reports, documents, or other material of data, including electronic data, related to this Agreement and/or obtained or prepared by Columbia Fire Department, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the grantee, unless mutually agreed to by the Parties and provided that the City has ownership rights in the foregoing and same is not subject to third party rights pursuant to a legally binding agreement.

C. Reporting

1. Program Income (if applicable)

The Sub-grantee shall report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Progress Report

The Sub-grantee shall submit quarterly Progress Reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due no later than October 15th, January 15th, April 15th, and July 15th.

D. Procurement

1. Compliance

The Sub-grantee shall comply with current Grantee procurement policy for the acquisition of all goods and services to be paid with CDBG-MIT grant funds.

2. OMB Standards

The Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326, and Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

The Grantee reserves the right to review and approve all procurements prior to their publication.

Columbia Fire Department must provide a cost analysis of the goods and services to be procured in advance of the procurement; and must ensure that there is free and open competition for each procurement pursuant to 2 CFR Part 200.318.

3. Assets

Concerning the purchase of equipment, Columbia Fire Department 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 contract.

4. Selection of Contractors and Third Parties

Columbia Fire Department shall, to the greatest extent feasible comply with Section 3 in the use of contractors and/or other third parties for any project or objective outlined in this Agreement.

Columbia Fire Department shall comply with all bond requirements established by the City and HUD for grant recipients and with the labor laws under 24 CFR 570.603 (Labor Standards).

Columbia Fire Department shall also make effort to procure, when possible, minority or women owned business enterprises in accordance with City policies.

Columbia Fire Department will ensure that any contractor or third-party providing Project services has not been suspended or debarred through the Federal System for Award Management (SAM). Verification must be secured through SAMA prior to executing a contract. Any entity receiving CDBG-MIT funding is required to have a DUN'S number. Verification regarding the SAM check must be printed out, signed, and placed with the contract that secures the goods and services procured.

VI. GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (The Housing and Community Development Act) regulations concerning Community Development Block Grants. The Sub-grantee also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing funds provided under this contract. The Sub-grantee 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-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. In the event that Columbia Fire Department _ contracts with third parties to perform any of the services to be performed hereunder, such third parties shall at all times remain "independent contractor" with response to the provision of such services. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance with respect to such independent contracts.

C. Hold Harmless

The Sub-grantee, to the extent permitted by law, 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-grantee's performance or nonperformance of the services or subject matter called for in this Agreement. Any contract entered into by Columbia Fire Department under this Agreement shall contain a provision that the contractor and/or subcontractor shall hold CDD and the Grantee harmless and defend and indemnify CDD and the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the contractor and/or subcontractor's performance or nonperformance of the services.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Insurance

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. The Sub-grantee shall comply with insurance requirement of 2 CFR 200.325 and the bonding requirement at 2 CFR 200.310.

F. Grantor Recognition

The Sub-grantee shall insure recognition of the role of the grantor agency and of the U.S Department of Housing and Urban Development in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Sub-grantee will include reference to the support provided herein in all publications made possible with funds available under this contract.

G. Amendments

The Grantee or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Sub-grantee from its obligations under this Agreement. Amendments will generally be required when any of the following are anticipated:

1. Revision to the scope or objectives of the Program including purpose or beneficiaries.
2. The need to extend the availability of Grant funds.
3. A revision that would result in the need for additional funding; and
4. Expenditures on items for which applicable cost principles (2 CFR Part E – Cost Principles) require prior approval (see 24 CFR 570.200(h) for pre-award/pre-agreement costs).

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 funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Sub-grantee.

H. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express prior written consent of the other Party. However, if the Parties do mutually agree to an assignment, all rights and obligations set forth herein shall inure to the benefit of the Parties and to their respective successors and assigns.

I. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be

reformed, enforce this Agreement as set forth herein in the absence of such provision.

J. Entire Agreement

This Agreement constitutes the entire understanding and reflects the entirety of the undertaking between the Parties with respect to the subject matter hereof superseding all negotiations, prior discussions, and preliminary agreements. There is no representation of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

K. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise, or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

L. Applicable Law and Venue

This Agreement shall be governed by and construed in accordance with all applicable Federal, State, and local laws. Any legal action resulting from the implementation of this Agreement shall be brought and adjudicated in the State of South Carolina.

M. No Personal Liability of Individual Representatives

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent, or employee of any corporate party in his or her individual capacity, and neither the officers of any Party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

N. Delay or Omission

No delay or mission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition of the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term covenant or condition herein or therein contained.

O. Prohibited Activity

Columbia Fire Department_ is prohibited from using and shall require that its contractors and sub-contractors are prohibited from using the Grant Funds provided herein (or the personnel employed in the administration of the Program) for political activities, inherently religions activities, lobbying, political patronage, nepotism activities, or supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation, or policy at any level of government. Columbia Fire Department will comply with the provisions of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

P. Safety

Columbia Fire Department shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all property or damages, either on or off the worksite which occur as a result of its performance of the Program's work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1926 (OSHA Laws

& Regulations), shall be observed and Columbia Fire Department shall take or cause to be taken such additional safety and health measures as Columbia Fire Department may determine to be reasonably necessary.

Q. Grant Fund Use

Columbia Fire Department agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such grant Funds be used to lobby for or against any proposition or matter having the effect of law being considered by the South Carolina Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the South Carolina Legislature or any local governing authority.

R. Subcontractors

Columbia Fire Department may enter into contracts with third parties for the performance of any part of Columbia Fire Department duties and responsibilities. In no event shall the existence of a contract operate to release or reduce the liability of Columbia Fire Department or the Grantee for any reach in the performance of Olympia Fire Station project or any third party's duties.

S. Copyright

The ownership rights of any materials, including but not limited to reports, maps or documents produced as a result of this Agreement, in whole or in part shall be retained by the Party that created it, except as otherwise provided for in writing agreed to by the Parties. A Party seeking to use the intellectual property of the other, may request a license for the use of said property, which will not be unreasonably denied.

Software and other materials owned by Columbia Fire Department prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Columbia Fire Department.

Grantee shall where necessary, provide specific Project information to Columbia Fire Department necessary to compete the services described herein. All records, reports documents, and other material delivered or transmitted to Columbia Fire Department by the Grantee shall remain the property of the Grantee and shall be returned by Columbia Fire Department to the Grantee, upon request, at termination expiration, or suspension of this Agreement.

T. Section 3 Compliance

Pursuant to I.D.5.c.iii of this Agreement, Columbia Fire Department shall, to the greatest extent feasible, comply with Section 3 of the Housing and Urban Development Act of 1968, and 24 CFR 75 which requires labor hours reporting, along with labor hours for Section 3 and Targeted Section 3 workers.

U. Labor and Procurement Standards

Columbia Fire Department shall also comply with all bond requirements and labor laws (as referenced under 24 CFR 570.603) and make efforts to procure, when possible, minority or women owned business enterprises.

V. Conflicting Rules or Procedures

On the occasion that two or more applicable rules, regulations, or procedures related to this Agreement are in conflict with each other, the most proscriptive rule, regulation, or procedures shall apply.

W. Protection of Personally Identifiable Information (PII)

Columbia Fire Department and the Grantee agree to comply with the Privacy Act of 1974 and HUD rules and regulations related to the protection of personally identifiable information. Columbia Fire Department and the Grantee shall ensure that all staff, subrecipients, consultants, and employees of contractors and sub-

contractors shall be provided with and sign a Non-Disclosure Agreement to protect any personally identifiable information necessary to complete its scope of work. Engineering and Grantee shall also ensure that any subrecipient or contractor procured for the design, development, or operation of a system of records on individuals do so in compliance with 48 CFR 24.102 et seq.

X. Drug Free Workplace

Columbia Fire Department certifies that it shall provide a drug-free workplace in compliance with the Drug Free Workplace Act of 1988, as amended, and with 24 CFR Part 21. Further Columbia Fire Department_ will endeavor to ensure contractors and any third parties providing Program services are in compliance with the Drug-Free Workplace Act of 1988, as amended, and with 24 CFR Part 21.

Y. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either original hard copy or sent by email, facsimile, or other similar form of rapid transmission. All official communication should contain a confirmation of receipt. All such communications shall be transmitted to the address or numbers set forth below.

Program Compliance Specialist	Sub-grantee Representative Contact
Tiffany Jones, Community Development Senior Program Manager	
Dollie Bristow, Community Development Administrator	
Gloria Saeed, Director, Community Development Department	

VII. SPECIAL CONDITIONS

A. Relocation, Real Property Acquisition and One-for-One Replacement Housing

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

B. Environmental Review (24 CFR Part 58)

Columbia Fire Department agrees to comply with all aspects of the Environmental Review process and agrees not to pursue any action that could constitute a choice limiting option until Authorization to Use Grant Funds has been received and a Notice to Proceed has been issued by the Grantee.

NOTWITHSTANDING any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and if required, a receipt by the City of Columbia of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58. The parties further agree that the provision of any funds to the

project is conditioned on the City of Columbia's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

1. Air and Water

The Sub-grantee agrees to comply with the following requirements insofar as they apply to the performance of this contract:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

2. Flood Disaster Protection/ Mitigation Efforts

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Sub-grantee shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

Further, Columbia Fire Department will consider high wind and continued sea level rise and ensure responsible floodplain and wetland management based on the history of flood mitigation efforts and the frequency and intensity of precipitation events. Columbia Fire Department will emphasize quality, durability, energy efficiency, sustainability, and mold resistance, as applicable; consider application of the Green Building Standards as applicable, and adhere to the advanced elevation requirements, as applicable. The lowest floor, including the basement must be at least two feet above the base flood unless the Grantee has chosen to adopt the design flood elevation standards of ASCE-24.

3. Lead-Based Paint

The Sub-grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

4. Historic Preservation

The Sub-grantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

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

C. Additional Conditions

The Columbia Fire Department intends to enter into a Memorandum of Understanding with the Engineering Department of the City of Columbia and the Community Development Department that outlines the responsibilities of each of the parties with regard to this project. This Memorandum of Understanding is attached to this document and incorporated by reference.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Grantee

Sub-grantee

Office of Community Development

City of Columbia Fire Department

By: *Gloria Saeed*
Gloria Saeed

By: *Aubrey D. Jenkins*
Aubrey Jenkins

Title: Director

Title: Fire Chief