Contract #:19/01/12

RHODE ISLAND COMMUNITY DEVELOPMENT BLOCK GRANT

PART I: CONTRACT AGREEMENT SIGNATORY SHEET

This Contract Agreement is entered into as of April 22, 2020 by the State of Rhode Island, Executive Office of Commerce, Office of Housing and Community Development (herein referred to as OHCD) and the Town of Barrington hereinafter referred to as the Contractor. The Contractor agrees to the provisions of this Contract Agreement and the Rhode Island Community Development Block Grant Program Action Plan. The Contractor shall in a satisfactory manner, to be determined in the sole and exclusive discretion of the OHCD, perform all obligations and duties as contained in this contract and Appendices. This Contract Agreement consists of this signatory sheet, general terms and conditions, scope of work (program activities and special conditions), program budget, certifications/assurances and the Uniform Residential Anti-displacement and Relocation Assistance Plan. This Contract is authorized by Title I of the Housing and Community Development Act of 1974, P.L. 93-383, as amended. The grant is subject to the regulations of the Department of Housing and Urban Development, 24 CFR Part 570, as published for effect and as may be amended from time to time.

Contractor: Town of Barrington

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

Grant Amount: $60,000

Contract Termination Date: 9/30/2021

Fiscal Year (Source of Payment): PY'2014 CDBG - CFDA# 14.228

Method of Payment: Reimbursement, Upon Request Approved by OHCD

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

APPROVAL:

By: _____
Name: Michael Tondra
Authorized Official, State of R.I.
Date: _____

By: _____
Name: _____
Contractor Authorized Official (Barrington)
Date: 4/27/2020

James J. Cunha
Town Manager
Barrington, RI

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

1. _____ _____

2. _____ _____

(Names) (Signatures)

PART II: CONTRACT AGREEMENT GENERAL TERMS AND CONDITIONS

A. ***Legal Authority and Capacity***

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

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

B. ***Waivers, Amendments, Modifications***

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

C. Integration Clause

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

D. ***Assignability***

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

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

E. ***Community Development Block Grant Program***

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

F. Project Budget

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

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

G. Fund Disbursement

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

H. Scope of Services and Eligible Activities

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

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

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

I. Performance Standards

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

Performance Objectives:

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

Performance Outcomes:

- Availability/accessibility
- Affordability
- Sustainability

Substandard performance as determined by OHCD may constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Contractor to the

satisfaction of the OHCD, this Agreement may be suspended or terminated. In such cases, the Contractor must return any ineligible and/or unused funds promptly.

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

J. ***Conflict of Interest***

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

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

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

K. ***Interest of Contractor***

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

L. ***Discrimination Prohibited***

No person in the United States shall on the grounds of race, creed, color, national origin, gender identity, sex or sexual orientation be excluded from participation in, be denied the proceed of, or be subject to discrimination in the performance of the Contract.

M. ***Discrimination in Employment Prohibited***

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

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

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

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

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

N. ***Access to Records***

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

O. ***Records Retention***

The Contractor shall retain all documents, papers, records and books that are pertinent to this contract for a period of three years from the date the State closes out the grant with the U.S. Department of HUD which funded this agreement, or until all audit findings have been resolved, whichever is later. The State will notify the Contractor in writing, of the effective date by which all records may be disposed.

P. ***Default***

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

a) The OHCD may terminate the grant in whole, or in part, at any time before the final grant payment is made. The OHCD shall promptly notify the Contractor in writing of the determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Contractor from the United States or Rhode Island Treasury Department with the approval of the OHCD or recoveries by the OHCD shall be in accordance with the legal rights and liabilities of the parties.

b) The Contractor and the OHCD may terminate this Contract agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof and the cause for the termination. The other party must receive such notice at least ten (10) days before the effective date of termination. The OHCD shall by liable only for work performed or services provided under this Contract Agreement prior to the effective date of termination.

Q. ***Termination of Agreement***

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

R. ***Copyright***

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

S. ***Governing Law***

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

T. ***Severability Clause***

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

U. ***Legal Liability***

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

V. ***Reporting***

The Contractor will provide to OHCD, Community Development Regular Progress Reports (on provided forms) and on the schedule provided by OHCD, for each grant which contains unexpended/undrawn funds. In addition, within 90 days of the final drawdown of funds or 30 days of the final expenditure of funds at the local level, whichever is earlier, under each grant, the Contractor must submit to OHCD a Close-out Certification and Report. The municipality will provide photos of the completed project to OHCD upon completion of any CDBG-funded construction work.

W. ***Extensions***

If a project/activity cannot be completed within one year of this award, the Contractor must request an extension in writing within 30 days prior to the expiration. The letter should include an explanation of any delays experienced or anticipated, the current status of the project(s), and a schedule for completion. Requests for grants extensions must be signed by the Chief Executive Officer. Failure to submit this request may result in the withholding of payments relative to awards made herein.

X. ***Competitive Bids***

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

Y. Audits

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

Z. ***Drug Free Workplace***

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

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

AA. ***Pro-Children Act of 1994***

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

BB. ***Monitoring***

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

CC. ***Historic Preservation***

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

PART III: CONTRACTUAL AGREEMENT SCOPE OF WORK – Town of Barrington

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

APPENDIX A: PROGRAM ACTIVITIES
APPENDIX B: PROGRAM BUDGET
APPENDIX C: ASSURANCES
APPENDIX D: UNIFORM RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN
APPENDIX E: SUB-AWARD AGREEMENT: FEDERAL FUNDING INFORMATION

DESCRIPTION OF SPECIAL CONDITIONS:

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

   CDBG reimbursement of costs incurred prior to the completion of the environmental review process and receipt of Release of Funds by the Office of Housing and Community Development (for applicable activities) is not permissible.

2. The Contractor agrees to comply with statements and certifications assured to by the State of Rhode Island to the U.S. Department of Housing and Urban Development.

3. The Contractor shall sign and return to the Office of Housing and Community Development (OHCD), the Residential Anti-displacement and Relocation Assistance Plan. This document is included as part of the Assurances, Attachment B, and shall be returned with the contract.

4. Reporting - In accordance with procedures developed (and on a format provided) by OHCD, the Contractor shall submit progress reports detailing financial and beneficiary accomplishment data relative to the award made herein. At completion, the Contractor will submit a Completion Certification and Report, detailing final accomplishment and required information.

5. Fair Housing - The Contractor shall submit its plan of activities to affirmatively further fair housing along with the first required quarterly report.

6. National Objective/Eligibility - The Contractor is advised adequate documentation must be maintained to demonstrate compliance with the National Objective and Eligibility categories noted on the Program Activities/Budget page for each funded activity, the details of which are outlined at 24 CFR Part 570. The primary National Objective is predominate benefit to low and moderate income persons. If an activity is ultimately unable to meet the National Objective/Eligibility category indicated in accordance with the regulations, the community must

not obligate CDBG funds to such. Any activity determined to be in non-compliance with National Objective/Eligibility requirements will be designated "ineligible for CDBG assistance" funds will be returned by the Contractor and/or de-obligated by the State as necessary. If an activity does not complete and fully document compliance, any/all funds expended must be returned to the State. The interpretation of compliance with National Objectives and Eligibility Requirements is at the sole discretion of the OHCD.

7. Lead Requirements - The Contractor is advised that all housing acquisition and rehabilitation activities funded with resources awarded herein are subject to the federal (24 CFR Part 35) and State (Rules and Regulation for Lead Poisoning Prevention R 23-24.6-PB) lead paint requirements. In situations where both regulations are applicable, the stricter will apply. Adherence to these regulations should be clearly documented in the local files. The Contractor will comply with all State and federal laws, rules and regulations related to Lead Based Paint Hazards.

8. Debarred Contractors - Prior to awarding any contract, grantees must verify and document that Contractors selected are not included on System for Award Management (SAM) List of Parties Excluded from Federal Procurement and Nonprocurement programs. Documentation must be maintained to demonstrate Contractors have been reviewed. The Contractor further certifies it is not a party excluded from federal procurement and nonprocurement programs.

9. The municipality may request extensions to this contract through 12/31/2022. Any activity that does not meet the Benchmarks in Attachment A will be subject to deobligation and/or recapture, unless a corrective action plan is approved by OHCD and successfully implemented by the Contractor. Any activity with no Benchmarks listed in Attachment A shall progress significantly within one year of award, or will be subject to de-obligation and/or recapture unless it can be shown that the activity will complete in a timely fashion. The granting of a contract extension and/or any determination to de-obligate/recapture are at the sole discretion of OHCD.

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

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

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

11. Timeliness – Good program management strategies will ensure that the Contractor and its subrecipients move activities forward and draw down funds at an acceptable rate. Whenever possible, activities should be completed within one year of contract date. Activities that do not proceed in a timely manner may be de-obligated by OHCD. After four years, funds not expended will be automatically de-obligated by OHCD.

12. Disclosure Pursuant to the False Claims Act – The Contractor shall promptly refer to an appropriate Federal Inspector General any credible evidence that a principal, employee, agent, subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving activities supported under this agreement.

13. Disclosure of Fraud, Waste, and Mismanagement to State Authorities – The Contractor shall promptly refer to OHCD any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has committed a criminal or civil violation of State or Federal laws and regulations in connection with the activities funded under this agreement.

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

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

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

Appendix A.1.

Town of Barrington

Program Activities

Activity Name:	Microenterprise Stabilization Program (MicroE)
Eligibility:	HCDA 105(a)(22) Microenterprise Assistance
National Objective:	Low/Moderate Income Limited Clientele - 24 CFR Part 570.483(b)(2)
Description:	Refer to Appendix A.2.

Activity Name:	Administration
Eligibility:	HCDA 105(a)(13) Program Administrative Costs
National Objective:	Same as activities it supports
Description:	Support costs necessary for the administration of CDBG-funded activities. Detailed timesheets and payroll records, and/or third-party documentation (such as external invoices) must be maintained to support all expenditures.
Special Condition:	The value of any administrative costs incurred, up to a pro rata share of CDBG activity funds expended less prior administration reimbursements, may be requested for reimbursement, with complete time/effort documentation provided. Ten percent of the total amount awarded to eligible microenterprises may be used for administrative costs for undertaking this activity. The allowable administrative amount shall be increased if an OHCD-approved third party provides Activity Delivery Services. In such instances, the Town may use 5% of the total amount awarded to eligible microenterprises for direct administrative costs, in addition to authorized third-party provider charges consistent with contracted rates.

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

Signature of Chief Executive _____ ***Date*** 4/27/2020

Appendix A.2.
RHODE ISLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Microenterprise Stabilization Program Terms and Conditions

General: The Town of Barrington, and/or its designee, commits to fulfilling all municipal MicroE Program requirements, including, but not limited to: HUD environmental review; outreach to microenterprises; screening of applicants; acceptance of applications; review, approval and transmittal of approved microenterprise applications to OHCD on a first come, first serve basis; notification of approval/denial to applicants; execution of agreements with approved microenterprise owners; financial management and timely disbursal of funds; reporting; and review of appeals, if applicable.

Environmental Review: The Town will complete a HUD environmental review of the local MicroE program, in accordance with 24 CFR 58 and program guidance.

Eligibility: Each assisted microenterprise must comply with federal CDBG microenterprise assistance (HCDA Section 105(a)(22)) and state MicroE program regulations and guidance. A microenterprise is defined as a commercial enterprise that has five or fewer employees, one or more of whom owns the enterprise. Businesses must meet all of the eligibility criteria detailed in program documents.

National Objective: Each assisted microenterprise must comply with the Low/Moderate Income Limited Clientele (LMC) national objective which requires that the owner's income not exceed the Low/Moderate Income threshold at the time of assistance, as documented by a signed self-certification. Low/Moderate Income is defined as at or below 80% of Area Median Income for family size in the area served. Reference: 24 CFR Part 570.483.

Equal Opportunity/Non-Discrimination: The Town is responsible for conducting outreach to eligible businesses and local small business organizations, and making available program materials in English, Spanish, and Portuguese. The municipality will make all reasonable efforts to provide program materials in other languages, and/or translation services, upon request.

The Town shall not discriminate on the basis of race, creed, color, national origin (limited English proficiency persons), age, sex, sexual orientation, gender identity or expression, disability, religion, or political beliefs in administration of the MicroE Program.

Refer to Part II. M and Appendix C. 6, 9, and 21 of this contract.

Personally Identifiable Information: The municipality shall take all reasonable steps to protect personally identifiable information (PII) received in the process of administering the MicroE Program. Such steps shall include restricting access to records with PII to authorized personnel, storing electronic records with password protection on secure servers, and transmitting electronic records to OHCD only via secure file transfer methods. If records containing PII are subject to Freedom of Information Act or Rhode Island Access to Public Records requests, such records shall only be released in accordance with state and federal law.

Awards to Microenterprises: MicroE awards shall be made to eligible microenterprises only, and only made after execution of an award agreement between the municipality and the microenterprise owner.

Awards to microenterprises shall be made in the form of grants. No more than one award shall be made to each microenterprise. No more than one award shall be made to each microenterprise owner. Award amounts shall be fixed at $5,000, absent other guidance from OHCD.

Uses of Funds: Funds may be used by microenterprises for working capital to cover business costs, such as rent, staffing, utilities. MicroE Program funds may not be used for equipment purchases, purchase of real property, construction activities, business expansion, or lobbying.

Benchmarks: This award is subject to strict expenditure deadlines and ultimately de-obligation by the State, HUD and the U.S. Treasury. The Town must meet the following benchmarks for each microenterprise assisted:

1. Submit local priorities for OHCD review and approval prior to accepting applications
2. If partnering with an approved 3rd party provider, hold telephone interviews within 5 business days of the later of a) local program start date, or b) request by a business
3. If self-administering, complete application review and within 10 business days of receipt, either:
    a. Submit the approved application/payment request to OHCD, or
    b. Send notification of application denial to the applicant
4. Execute award agreements with approved microenterprises within 3 business days of notification of approval by OHCD.
5. Release grant funds to approved microenterprises immediately upon receipt of such funds from the State of Rhode Island, or earlier.

The municipality is guaranteed access to a minimum of ten microenterprise grants, totaling $50,000, as long as it, or its 3rd party provider, receives a minimum of ten complete, eligible applications from microenterprises by May 29, 2020. In the absence of ten or more such applications, unutilized balances may be deobligated beginning June 2020. Written requests from municipalities documenting additional demand will be considered in determining supplemental assistance and/or extensions. The balance of any remaining MicroE awards to municipalities, including amounts available for program administration, shall be automatically deobligated effective October 30, 2020, unless extended in writing by OHCD.

Reporting: Reporting is required in accordance with Part II. V. of this contract.

Fraud: The municipality shall report credible evidence of fraud in accordance with Part III. 12, 13 of this contract.

APPENDIX B

PROGRAM BUDGET - CDBG ONLY

Date: 4/22/2020

Community: **Town of Barrington**

Contract: **19/01/12**

National Objective: 24 CFR Part 570

		CDBG Total	LMH - Housing	LMJ - Jobs	LMA - Area Benefit	LMC - Clientele	Slums/Blight	Urgent Need
Housing Rehabilitation		**$ -**	$ -					
Address	$ -							
Operating	$ -							
Address	$ -							
Operating	$ -							
Address	$ -							
Operating	$ -							
Activity Name		**$ -**						
Acquisition	$ -							
Design	$ -							
Construction Hard Costs	$ -							
Financing/Carrying Costs	$ -							
Other Soft Costs	$ -							
Activity Name		**$ -**						
Acquisition	$ -							
Design	$ -							
Construction Hard Costs	$ -							
Financing/Carrying Costs	$ -							
Other Soft Costs	$ -							
MicroE Program (working capital only)		**$ 50,000.00**				$ 50,000		
Activity Name (Service)		**$ -**				$ -		
Administration		**$ 10,000.00**						
Totals	$ -	**$ 60,000.00**	$ -	$ -	$ -	$ 50,000	$ -	$ -

Appendix C
RHODE ISLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CERTIFICATIONS/ASSURANCES

The Town of Barrington hereby certifies and assures that:

1. It possesses the legal authority to make application for a grant under this program and to execute the program as approved. It also possesses the necessary administrative capacity to carry out the funded activities.

2. It consents to assume the status of a responsible official under the National Environmental Policy Act of 1969 and under other provisions of law which further the purpose of said Act. It shall also comply with 24 CFR Part 58 as an entity assuming HUD's responsibility under the environmental review process.

3. It will comply with the regulations, policies, guidelines and requirements of 2 CFR 200 which specifies financial /cost management principles.

4. It will administer and enforce the labor standards requirements set forth in the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the FLSA and the Copeland "Anti-Kickback Act"

5. It will comply with the residential anti-displacement and relocation assistance plan adopted by the State and comply with acquisition and notification regulations as outlined in the Uniform Relocation and Renewal Properties Acquisition Act. (URA)

6. Its programs will be conducted and administered in conformity with Public Law 88-352 (Title VI Civil Rights Act of 1964, 42 USC 2000d et. seq. and implementing regulations at 24 CFR Part 1) and Public Law 90-284 (Fair Housing Act (42 USC 3601-3620), and that it will affirmatively further fair housing.

7. It has provided opportunities for citizens' participation, hearings, and access to information with respect to its community development program in accordance with the requirements of the RI CDBG Application Handbook and will comply with the citizens' participation plan of the State of Rhode Island and it will comply with applicable provision of Section 102 of the Reform Act of 1989.

8. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with Community Development Block Grant funds by assessing any amounts against properties owned and occupied by persons of low and moderate income, including any fee charged for assessment made as a condition of obtaining access to such public improvements, unless (i) CDBG funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the grantee certifies that it lacks sufficient funds to comply with the requirements of clause (i).

9. It will comply with:
   A. Section 109 of the Housing and Community Development Act of 1974, as amended, which provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.
   B. Executive Order #11063 as amended by Executive Order #12259 and #12892, directing entities to take appropriate action to promote the abandonment of discriminatory practices with respect to property or facilities provided with Federal assistance in the sale, leasing, rental, or other disposition of such property or facilities
   C. Executive Order #11246 as amended by Executive Order #11375, #11248 and #12086, which prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin.

10. It will comply with the provisions of the Hatch Act, placing limitations on political activities.

11. It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

12. It will comply with the Uniform Relocation Assistance Real Property Acquisition Policy Act of 1970, as amended and implementing regulations at 49 CFR 24). It will comply with all State and federal laws, rules and regulations generally prohibiting the power of eminent domain.

13. It will give the Department of Housing and Urban Development, the State of Rhode Island and the Comptroller General access to and the right to examine all records, papers, documents and other materials related to the grant.

14. It will comply with the flood insurance purchase requirements of Section 202 (a) of the Flood Disaster Protection Act of 1973 and implementing regulations at 44 CFR Parts 59-79. The Contractor will protect public funds invested in the project through the purchase of flood insurance.

15. The activities under this program are consistent with national program objectives to give maximum feasible priority to activities which benefit low and moderate income families and individuals, aid in the prevention of slums and blight or address other community development needs having a particular urgency because existing conditions pose a serious threat to health or welfare and no other financial resources are available to meet such needs.

16. The activities under this program are consistent with State program objectives, as identified in the State's CDBG Action Plan applicable to this grant program year.

17. It will comply with subsection 104(d) of the Housing and Community Development Act and adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and will enforce state and local laws against physically barring entrance to or from a facility or location which is the subject of such non-violent civil rights demonstrations.

18. It will comply with all applicable laws, requirements and criteria prescribed by the Office of Housing and Community Development in the administration of this program.

19. Its notification inspection, testing and abatement procedures concerning lead-based paint will comply with the requirements of 24 CFR Part 35 et al (Federal Requirements for Notification, Evaluation and Reduction of Lead Based Paint Hazards in Property and Housing Receiving Federal Assistance) and R23-24.6-PB (State Rules and Regulations for Lead Poisoning Prevention). Documentation of compliance is to be maintained in the local files.

20. It will comply with State and federal audit requirements (2 CFR 200.501).

21. It shall comply with Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act and HUD's implementing regulations (24 CFR Parts 8 and 100, respectively), which prohibit discrimination based on disability and establish requirements for program accessibility and physical accessibility in connection with housing programs. The Contractor must maintain records on the disability status of program participants and beneficiaries and inform persons with impairments of the programs being carried out.

22. The Contractor hereby certifies that it is not a "Party Excluded from Federal Procurement and NonProcurement Programs". The Contractor will maintain documentation in local files that all contractors/subcontractors used in implementation of the funded program have been verified they are not a "Party Excluded from Federal Procurement and NonProcurement Programs".

Date: 4/27/2020

Signed: _____
Title: _____

James J. Cunha
Town Manager
Barrington, RI

Appendix D
RHODE ISLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Uniform Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974, as Amended

The Town of Barrington will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606 (b)(1) - 24 CFR Part 42.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to the conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the Town of Barrington will make public and submit to the State the following information in writing:

1. A description of the proposed assistance activity;

2. The general location of a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate income dwelling units as a direct result of the assisted activity;

3. A time schedule for the commencement and completion of the demolition or conversion;

4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;

5. The source of funding and a time schedule for the provision of replacement dwelling units; and

6. The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling for at least 10 years from the date of initial occupancy.

The Town of Barrington will provide relocation assistance, as described in 570.606 (b)(2) - 24 CFR Part 42 to each low/moderate income household displaced by the demolition of housing or by the conversion of a low/moderate income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, the Town of Barrington will take the following steps to minimize the displacement of persons from their homes:

1. Rent for units assisted with CDBG funds shall not exceed HUD Published Fair Market Rents for a period of three years.
2. Other steps (to be completed by grantee)

4/22/2020
Date

City/Town Official

James J. Cunha
Town Manager
Barrington, RI

Appendix E
RHODE ISLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Sub-Award Agreement: Federal Funding Information

SUB-AWARD AGREEMENT: FEDERAL FUNDING INFORMATION

X Initial Award
_ Amendment
X Sub-award is funded with a single federal award.
_ Sub-award is funded with more than one federal award.

Section I. State Awarding Agency Information	
1. State Awarding Agency: *Office of Housing and Community Development*	2. State Agency Contact Name: *Laura Sullivan*
3. State Agency Contact Phone: *401-222-6844*	4. State Agency Contact E-Mail: *Laura.Sullivan@doa.ri.gov*
Section II. Sub-Award Identifying Information	
5. Sub-Recipient Name: *Town of Barrington*	6. Sub-Recipient DUNS Number: see cover page
7. Sub-Award Start Date: 4/22/2020	8. Sub-Award End Date: 9/30/2021
9. Amount Obligated this Action: $60,000	10. Total Amount Obligated To-Date: $60,000
11. Sub-Award Project Description: *Community Development activities. See Appendix A.*	
Section III. Sub-Award Funding Information – Federal Award(s)	
Federal Award 1	
12. Federal Award Identification Number: B-14-DC-44-0001	13. Name of Federal Awarding Agency: *Dept. of Housing and Urban Development*
14. Federal Award Date: 7/1/2014	15. Total Amount of the Federal Award: $4,924,053
16. CFDA Number and Name: *14.228 States/Small Cities Community Development Block Grant (CDBG)*	
17. Amount Obligated this Action: *See #9*	18. Total Amount Obligated To-Date: *See #10*
19. State Agency Approved Indirect Rate: *NA*	20. Sub-Recipient Approved Indirect Rate: *NA*
21. Research & Development (R&D) (Yes/No): *No*	
22. Federal Award Project Description: *State CDBG Program*	
Federal Award 2 – Not Applicable.	