



**City of Rome, New York
Department of Community & Economic Development**

Community Development Block Grant Program

**Public Services Grant
NOTICE OF FUNDING AVAILABILITY (NOFA)
Request for Applications**

PROGRAM YEAR (PY) FUNDING SOURCE 2024

DATE: February 26, 2025

NOTICE TO THE PUBLIC

City of Rome, New York Notice of Funding Availability

Community Development Block Grant Public Services Request for Applications (RFA)

The City of Rome's Department of Community and Economic Development is seeking Public Service Application for its 2024 Community Development Block Grant (CDBG) Program Year, as outlined in the 2024 CDBG Annual Action Plan.

The RFA period begins Wednesday, February 26, 2025 and applications are due by 3:00PM on Friday, March 28, 2025. **No late submissions will be accepted.**

Public Information Sessions will be held at the following dates and times:

- **Tuesday March 4, 2025 at 12:00pm –**
Mohawk Valley Community College – Rome Campus
1101 Floyd Ave Rome, NY 13440
Room PC119
- **Thursday March 6, 2025 at 12:00pm –**
Mohawk Valley Community College – Rome Campus
1101 Floyd Ave Rome, NY 13440
Room PC119

Any organization wishing to apply may request a NOFA and application from the Department of Community & Economic Development, by appointment, or e-mail to adamore@romecitygov.com. The NOFA and application will also be available on the City's website, <https://romenewyork.com/community-development-block-grant/>

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I. Program Overview

Background

This Request for Application (RFA) announces the availability of federal funding for the Program Year (PY 2024) April 1, 2024 through March 31, 2025 for the Community Development Block Grant Program to support City of Rome based Public Service Non-Profit Organizations.

Community Development Block Grant Program

In 1974, the federal government enacted the Federal Housing and Community Development Act. Title I of this Act combined several previous categorical programs into a single program named the Community Development Block Grant (CDBG) program. Congress designed the CDBG program to enhance and maintain viable urban communities. The CDBG program accomplishes these goals by providing decent housing, suitable living environments and expanded economic opportunities, principally for low and moderate-income persons. The U.S. Department of Housing and Urban Development (HUD) administers the CDBG program through grants to local and state jurisdictions.

As an Entitlement City, the City of Rome participates in the CDBG program as the “recipient” of annual CDBG funding. Agencies that receive sub-grants of CDBG funds are defined by HUD as “subrecipients” or “subgrantees”. In the context of this NOFA, a subrecipient would constitute an eligible non-profit organization which is selected for funding. At its discretion, the City of Rome will use these federal funds to assist eligible activities to meet local community development and housing needs. Under CDBG regulations, assisted activities must serve or be located within the incorporated portion of the City.

The CDBG Program is funded and regulated at the federal level by the U.S. Department of Housing and Urban Development (HUD) and administered locally by the City of Rome, through the City’s Department of Community & Economic Development. The CDBG Program is authorized under Title I of the Housing and Community Development Act of 1974. The regulations implementing the CDBG Program are located in 24 Code of Federal Regulations (CFR), Part 570.

The goals of this program are in accordance with the City’s Five-Year Consolidated Plan which seeks the development of a viable urban community through implementation of the following National Objectives:

- Assistance to persons of low- to moderate-income
- Aid in the elimination of slums and blight
- Urgent Need (rarely used)

The primary objective of this RFA is to fund activities that are consistent with the most current locally developed CDBG Consolidated Plan and 2017 Community Needs Assessment.

Local CDBG Priorities (PY2024)

I. The City of Rome 2020-2024 Consolidated Plan

The plan can be found on the following webpage:

[Community Development Block Grant - City of Rome \(romenewyork.com\)](http://romenewyork.com)

Goal #1: Expand Employment Opportunities

Projects that assist in and directly are attributed to job growth and retention specifically to low/moderate income individuals and positions will be supported. Economic Development Programs including the Commercial Façade Improvement Program and the Small Business Grant Program, Public Service Subrecipient Grants, and Public Facility improvements can all contribute to expanding employment opportunities.

Goal #2: Increase Economic Activity

Projects that increase economic activity could include the elimination of slums and blight through the Real Property Site Clearance activity by removing real or perceived barriers to area investment related to brownfields and slum neighborhood properties. Supporting projects that progress BOA and DRI implementation items could include public facility upgrades and public recreation enhancements related to job growth and residential/mixed-use housing development.

Goal #3: Raise Educational Achievement

Projects that build on public services funded activities will be supported. Emphasis will be placed on supporting the community schools model to transform schools in distressed neighborhoods into service hubs. Projects could include family support, academic support, food and nutrition, and financial literacy. Projects could also include supporting higher education preparatory actions, and workforce development to include both the digital workforce jobs and the construction trades.

Goal #4: Enhance Local Arts, Cultural, and Tourism Opportunities

Projects that enhance and build a strong community through pedestrian and place-making measures could include activities such as public facility improvements to targeted streets, sidewalks, public spaces and recreation resources will be supported. As Rome has many cultural and tourism assets, projects that support the continued development of targeted neighborhoods, including the Downtown Arts District and surrounding residential neighborhoods, should continue to be supported through public facility and ED funding. CDBG funding will be leveraged by other sources to promote Rome's assets and the downtown and surrounding neighborhoods. Continued support for small business development will be undertaken to include both commercial building improvements and other business grant. These initiatives are identified throughout the aforementioned local planning documents.

Goal #5: Improve Access to Health and Wellness Programs

Projects which advance access to healthy neighborhoods and services will be supported. Activities such as multiuse recreation trail upgrades including ADA accessibility measures, connection to parks and open space/greenways, and other similar public facilities will be undertaken. Public Services will be supported to advance connecting safety and healthcare personnel to at risk community members. At risk community members could include homeless youth, DV victims, and other presumed low/moderate income families and individuals. Programs that are supported could also include early prevention programs within the community schools, and community events.

Goal #6: Provide Enhanced Housing Opportunities

Projects to support housing opportunities will include continued allocations to slums and blight real property programs, Residential Façade Grants, public facilities funding for targeted neighborhoods and identified priority projects such as new housing developments and downtown mixed-use projects. The City of Rome will affirmatively further fair housing and address the identified issues contained in the Assessment to Impediments such as improving public awareness of fair housing and landlord tenant law explore options of supporting first time homebuyers.

II. Homelessness assistance programs & services

The City is committed to and supporting sustainable programs that have research-based indications that they will reduce unnecessary and expensive emergency medical services, behavioral health treatment, hospital, and criminal justice system costs.

Including but not limited to:

- Emergency shelter services
- Transitional and permanent supportive housing programs
- Homeless youth programs
- Drop in center programs
- Code Blue supportive programs
- Financial literacy/counseling
- Recovery services & programs
- Job training programs

CDBG Funding/Spending Limits

The total amount of CDBG funds awarded to the City for Program Year 2024 is **\$964,731.00**.

CDBG regulations specify the types of eligible uses of CDBG funds and establish funding limits for certain types of activities:

- No more than fifteen (15%) percent of the total grant, including estimated program income, can be spent on Public/Human Services.
- Twenty (20%) percent of grant may be used for the City's administrative costs.
- At least 70% of the available funds must be used for activities benefiting low- to moderate-income persons.

Available Funds

Funding of approximately **\$ 125,000.00** is available through this RFA. Due to the City's efforts to recapture funds, use carryover funds, or because of the availability of additional appropriated funds, additional funding may become available for award under this RFA. Use of these funds is subject to statutory constraints. All awards are subject to the funding restrictions contained in this RFA.

Number of Awards

The City of Rome expects to make approximately **6** awards from the funds available under this RFA.

Minimum/Maximum Award Information

Minimum Award Amount: None

Maximum Award Amount per CDBG Program Year: **\$30,000**

Period of Performance

The term of the Grant is 1 year from the date of the grant agreement execution in most cases.

Type of Funding Instrument

Reimbursable Grant

All subrecipients must have expenses incurred and documented prior to reimbursement. Only if expenses are documented appropriately and a national objective is clearly met and demonstrated through accomplishment documentation will a reimbursement be released.

II. Eligibility Information

All applicants must meet the local and HUD defined threshold requirements as detailed in the Eligibility sections listed below. If an application does not demonstrate that the activity meets these threshold requirements, the applicant will be advised that the application will not be considered for funding.

Eligible Applicants

Incorporated nonprofit agencies that primarily serve low and moderate-income Rome residents are eligible to apply. Eligible activities must meet a CDBG National Objective **and** fall within one of the City's priorities contained in the Consolidated Plan and/or Community Needs Assessment to be considered for funding.

Eligibility Criteria

1. Applicants must be able to demonstrate one of the following National Objectives to be considered eligible for funding.
 - a. Benefit to persons of low/moderate income individuals as defined by HUD.
 - i. The LMI national objective is often referred to as the "primary" national objective because the statute requires that recipients expend 70 percent of their CDBG funds to benefit LMI persons
 - b. Aid in the elimination of slums and blights
 - c. Urgent Need
 - i. Use of urgent need national objective category is rare. It is designed only for activities that alleviate emergency conditions.

In addition to the requirement of meeting a National Objective, the activity must also meet the following eligibility criteria:

2. The scope of Public Service must be **City of Rome-based**
3. Proposed public service activities must be of **direct benefit to low- to moderate-income** Rome residents.
4. Applicants must be a legally constituted **non-profit organization** or **government entity**.
5. Applicants must provide current documentation that it possesses **adequate fiscal, management systems** and **legal certifications** to implement the proposed project.
6. Applicants must demonstrate **12 months of previous operating experience** (at a minimum) as of the application deadline.
7. A **qualified Fiscal Officer/Bookkeeper** (preferably certified by AICPA) must be listed in the application along with their resume.
8. Agencies that have not submitted performance reports and those with past compliance and performance problems **will not** be considered for funding.
9. Activities must be **available to serve all religious, race and ethnic groups**, in accordance with Title VI of the Civil Rights Act of 1964, and Section 109 of Title I, of the Housing and Community Development Act of 1974.
10. Activities must **comply with Section 504 of the Rehabilitation Act of 1973**, which states: "No qualified individual with handicaps can be excluded from participation in or denied the benefits of any activity receiving Federal financial assistance."
11. Activities **should be designed to comply with Improving Access to Services for Persons with Limited English Proficiency (LEP)** - 24 C.F.R. §576.407(b). Executive Order 13166 seeks to improve access to federally assisted programs and activities for individuals

who, as a result of national origin, are limited in their English proficiency. Organizations shall take reasonable steps to ensure meaningful access to their programs and activities to LEP individuals, regardless of language spoken. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub-recipients must follow the requirements outlined on 24 C.F.R. §576.407(b). HUD published Final Guidance to Federal Financial Assistance Requirements Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons in the Federal Register on January 22, 2007 (72 F.R. 2732).

12. Activities must include a **performance measurement system to track productivity, program impact and link goals with outcomes** (the extent to which the activities produce the desired outcomes in the community or in the lives of persons assisted).

Statutory and Regulatory Requirements Affecting Eligibility

Eligibility Requirements for Applicants of HUD's Grants Programs

The following requirements affect applicant eligibility. Detailed information on each requirement is posted on HUD's Funding Opportunities Page.

- Outstanding Delinquent Federal Debts
- Debarments and/or Suspensions
- Pre-selection Review of Performance
- Sufficiency of Financial Management System
- False Statements
- Mandatory Disclosure Requirement
- Prohibition Against Lobbying Activities
- Equal Participation of Faith-Based Organizations in HUD Programs and Activities

For more information refer to www.hud.gov.

III. Application Schedule

RFP Announcement:

Wednesday, February 26, 2025

Application Deadline:

Friday, March 28, 2025 3:00pm

IV. Application and Submission Information

Submission Requirements

In order to be considered for funding, a **complete application** must be submitted. The following **must** be submitted in order for the application to be considered complete:

- one (1) original application with signatures,
- two (2) copies of the original signed application &
- one (1) electronic copy of the application via USB flash drive

The application **must** be submitted to the following address:

City of Rome, New York
Department of Community & Economic Development
Attn: Ms. Ashley D'Amore, Community Development Coordinator
Rome City Hall
198 North Washington Street
Rome, New York 13440

V. Application Review Information

Review & Selection Process

Once the application deadline is reached, the application process is closed. Only in extraordinary circumstances will late application be accepted as determined by consultation with the Community Development Advisory Committee (CDAC) and the Mayor's Office. Staff shall undertake a review of the submitted applications for completeness. The CDAC shall review each application that is considered complete and use the following in their deliberations:

1. Past Performance

In evaluating applications for funding, CDAC will consider an applicant's past performance in managing funds. Items CDAC will consider include, but are not limited to:

- The ability to account for funds in compliance with applicable reporting and recordkeeping requirements;
- Timely use of funds received from COR;
- Timely submission and quality of reports submitted to COR;
- Meeting program requirements;
- Meeting performance targets as established in the grant agreement;
- The applicant's organizational capacity, including staffing structures and capabilities;
- Timely completion of activities and receipt and expenditure of promised matching or leveraged funds;
- The number of persons served or targeted for assistance;

2. Assessing Applicant Risk

In evaluating risks posed by applicants, CDAC may use a risk-based approach and may consider any items such as the following:

- Financial stability;

- Quality of management systems and ability to meet the management standards prescribed in this part;
- History of performance. The applicant's record in managing Federal awards, if it is a prior recipient of Federal awards, including timeliness of compliance with applicable reporting requirements, conformance to the terms and conditions of previous Federal awards, and if applicable, the extent to which any previously awarded amounts will be expended prior to future awards;
- Reports and findings from audits performed or the reports and findings of any other available audits; and
- The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-Federal entities.

3. Community Need

In evaluating community need for the proposed activity, CDAC may use the 5 Year Consolidated Plan, Annual Action Plan, Community Need Assessment, or other plans or data in their deliberations. The applicant should demonstrate through current data or other source documents that there is an actual demonstrated need to be filled under the proposed program that is currently not being adequately met by an existing program.

4. Public Benefit of Activity

In evaluating the public benefits of the activity, CDAC may assess the total individuals to be served, amount of grant funding per individual, overall impact of the program to populations in need, or introduction of programs or services to the Rome community. Each application may be compared to other grant applications based on the public benefits.

5. Recommendation of Awards

The CDAC shall provide a written recommendation of award to the Mayor for the RFP period. The Mayor will take the recommendations into consideration and provide final funding determinations for each complete application. A formal decision letter will be issued for each complete application.

VI. Award & Administration Information

Application Decision Notices

Each complete application submitted will receive a formal decision letter of either award, denial, or additional information request. Notices are typically distributed within 1 month of the application deadline.

Pre-Agreement Execution Expenses

A subrecipient is **STRICTLY PROHIBITED** from obligating any funds or incurring any reimbursable expenses unless and until they are in possession of a fully executed agreement.

Requirements for CDBG Subrecipients

Subrecipient Agreement

The agreement will contain a comprehensive statement of goals and objectives of the funded program, specific requirements based upon types of expenditure, and a list of the services to be provided. The agreement will outline program compliance requirements as shown below.

I. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient 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 Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

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

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient 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 each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect. In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

II. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

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

- 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 to determine 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 570.502, and 2 CFR 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient 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 Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report 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 Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended 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 and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

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

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

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

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the

property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

III. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient 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 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 Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

IV. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the 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 Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land

acquired, cleared, or improved with assistance provided under this contract, the Subrecipient 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, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Affirmative Action

1. Approved Plan

The Subrecipient 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, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

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

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

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

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

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

Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under 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 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

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

c. Content

The Subrecipient shall cause all of 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 Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the

award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

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

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

V. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- 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 thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations

at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-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. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

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 a Federal, state, or local historic property list.

VII. City of Rome Contact

City of Rome staff will be available to provide clarification on the content of this NOFA. Questions regarding specific program requirements for this NOFA should be directed to the Point of Contact (POC) listed below.

Name: Ms. Ashley D'Amore, Community Development Coordinator

Phone: (315)339-7645

Email: adamore@romecitygov.com

Persons with hearing or speech impairments may access this number via **teletypewriter (TTY) by calling the toll-free State Relay Service at 711.**

Please note that City of Rome staff cannot assist applicants in preparing their applications.