

City of Carson City Agenda Report

Date Submitted: March 24, 2009

Agenda Date Requested: April 2, 2009

Time Requested: Consent

To: Mayor and Board of Supervisors

From: Public Works – Planning Division

Subject Title: Action to approve and authorize the mayor to sign a Community Development Block Grant (CDBG) program contract between the City of Carson City and the Boys and Girls Club of Western Nevada for funding in the amount of \$253,500, to be paid from approved CDBG funding, for the Multi-Purpose Playing Fields project.

Staff Summary: The original contract between the City of Carson City and the Boys and Girls Club of Western Nevada was awarded in FY 2007-08 and expired on June 30, 2008. This action will extend the contract until June 30, 2010. The Boys and Girls Club plans to proceed with the project this year.

Type of Action Requested:

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve and authorize the mayor to sign a Community Development Block Grant (CDBG) program contract between the City of Carson City and the Boys and Girls Club of Western Nevada for funding in the amount of \$253,500, to be paid from approved CDBG funding, for the Multi-Purpose Playing Fields project.

Explanation for Recommended Board Action: The Board of Supervisors is required to approve contracts awarded to subrecipients of CDBG funding received by Carson City.

Applicable Statue, Code, Policy, Rule or Regulation: Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383 as amended; 42 U.S.C.-5301 *et seq.*

Fiscal Impact: None

Explanation of Impact: No City funds will be expended to pay for the project. All funds are from the federal CDBG program. The \$253,500 was obligated to the project from the 2007-08 CDBG program year allocation. Completion of this project will expend the remaining funds from the 2007-08 allocation.

Funding Source: HUD-CDBG grant funding obligated from the 2007-08 program year.

Alternatives: 1) Deny the contract

Supporting Material: 1) Memo regarding contract
2) Contract between the City of Carson City and the Boys and Girls Club of Western Nevada

Prepared By: Janice Brod, Management Assistant V

Reviewed By: _____	Date: _____
(Planning Division Director)	
_____	Date: _____
(Public Works Director)	
_____	Date: _____
(City Manager)	
_____	Date: _____
(District Attorney's Office)	

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)



Carson City Planning Division

2621 Northgate Lane, Suite 62

Carson City, Nevada 89706

(775) 887-2180

Plandiv@ci.carson-city.nv.us

www.carson-city.nv.us

MEMORANDUM

TO: Mayor and Supervisors

FROM: Lee Plemel, Director
Janice Brod, CDBG Coordinator

DATE: March 23, 2009

SUBJECT: CDBG funding contract between Carson City and Boys and Girls Club

The Boys and Girls Club of Western Nevada was awarded Community Development Block Grant (CDBG) funds for the 2007-08 grant cycle year for the construction of play fields as part of their new facility on Russell Way. The Boys and Girls Club entered into a contract with the City pursuant to the grant agreeing to comply with the requirements of the CDBG program. The contract expired in June 2008 and a new contract must be approved for the Boys and Girls Club to proceed with their project.

Since receiving the grant award in 2007, the Boys and Girls Club has been working with the City on co-location of the Carson City Recreation Center on the Club's property. This and other factors have delayed the completion of the Boys and Girls Club facility and play fields. The Boys and Girls Club has indicated the facilities and play fields will be completed this year.

The proposed contract would give the Boys and Girls and Club until June 30, 2010, to use the allocated CDBG funds. All other provisions of the original contract remain the same, except for updated contact information.

CDBG staff is pleased that the project will be proceeding this year and the approved CDBG funds will be used. While there is no time limit for the use of obligated CDBG funds, there is a limit to the total amount of CDBG funds that may be left unused without penalty. A maximum of 150 percent total balance of any given year's allocation may be carried over past April 15 of each year. The balance will be slightly under that this year. With the completion of the Boys of Girls Club project and other 2008-09 projects this year, the total carry-over funds will no longer be an issue.

Therefore, staff recommends approval of the contract to allow the Boys and Girls Club to proceed with the play fields project with the use of CDBG funds. Please contact Lee Plemel or Janice Brod, CDBG Coordinator, if you have any questions regarding this contract or CDBG funding.



**CITY OF CARSON CITY, NEVADA
CDBG PROGRAM CONTRACT FY 2009-2010**

THIS CONTRACT, entered into as of this 2nd day of April, 2009, by and between the **CITY OF CARSON CITY**, a consolidated city-county government existing under and by virtue of the laws of the State of Nevada (hereinafter referred to as the “**City**”) and the **BOYS & GIRLS CLUBS OF WESTERN NEVADA** (hereinafter referred to as the “**Subrecipient Agency**”).

WITNESSETH:

WHEREAS, the City has funds, including in some cases being the recipient of Grant Funds, that will provide for the delivery of public services or otherwise meet community needs in the City of Carson City; and

WHEREAS, the City has adopted a Consolidated Plan which identifies and addresses public service needs; and

WHEREAS, as the recipient of Grant Funds pursuant to a Grant, or in making other funds available, the City is undertaking certain activities, programs and services necessary for the planning, implementation or execution of the Consolidated Plan to address public service needs; and

WHEREAS, the Programs outlined in this Contract have been designated by the City as consistent with the Consolidated Plan objectives for the development of housing, community and economic needs and resources, strategies and priorities to produce a viable community in the City of Carson City. Furthermore, the City has determined that the programs will attempt to meet the strategies outlined in the Annual Action Plan for supporting social, community and health services. The programs, when funded by the Community Development Block Grant funds, also comply with one of the three broad national objectives of providing benefits to low-income and moderate-income families, aiding in the prevention or elimination of slums or blight and meeting other community development needs which have a particular urgency (24 CFR 570.200); and

WHEREAS, the City of Carson City the designated "City" on this Contract, desires to pass through to the Subrecipient Agency funds in the amount of \$253,500 to assist the Subrecipient Agency in meeting the Multi-Purpose Playing Fields Project measurable outcomes; and

WHEREAS, the Subrecipient Agency's legal status is as a recognized IRS 501(c)(3) nonprofit corporation, the Subrecipient is in good standing in its state of formation; Subrecipient Agency is a government agency; or Subrecipient Agency is a school district; and

WHEREAS, in consideration of receipt of this funding, the Subrecipient Agency agrees to abide by the terms and conditions of this Contract.

NOW, THEREFORE, the parties agree as follows:

1. **DEFINITION OF TERMS**

- a. **U.S. Department of Housing and Urban Development (HUD):** HUD administers the Community Development Block Grant Program, which provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.
- b. **City:** City of Carson City, the organizational entity to which the Community Development Block Grant (CDBG) is awarded by HUD and which is responsible for the use of the funds provided.
- c. **The City Staff:** The City staff consists of those persons working for the Carson City Planning Division who represent the City of Carson City and are designated to administer the grant as identified above.
- d. **Subrecipient:** The legal entity which receives financial assistance to carry out a program(s) and which is accountable to the City for the use of funds provided.
- e. **Program Measurable Outcomes:** The program measurable outcomes which are mutually agreed to by the City and the Subrecipient Agency as outlined within the Contract to be met by the end of the Contract period.
- f. **Project Supervisor:** The project supervisor is the individual from the Subrecipient Agency who will be responsible for the administration of the program and communications with the City staff.

2. **NOTICES**

All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

CITY

City of Carson City
Janice Brod – Management Assistant/CDBG Coordinator
2621 Northgate Lane, Suite 62
Carson City, NV 89706
775-887-2180 x 30069 / FAX: 775-887-2278
jbrod@ci.carson-city.nv.us

SUBRECIPIENT

Boys & Girls Clubs of Western Nevada
Hal Hansen, Chief Professional Officer
673 South Stewart Street
Carson City, NV 89702
775-882-8820 / FAX: 775-882-0250
halh@bgcwn.org

3. **PROGRAM DESCRIPTION AND MEASURABLE OUTCOMES***

The Subrecipient shall do, perform and carry out, in a satisfactory and proper manner, as determined by City staff, the following program measurable outcomes:

a. **Scope of Work:**

Program Definition:

The improvements of 160,000 square feet of outdoor field space to host youth outdoor sports and educational programs. The improvements will consist of stripping, landscaping, irrigation and hydro-seeding.

Goal:

Provide access to more than a dozen sports programs and activities to low-to-moderate income families. Sixty-seven percent of the Boys & Girls Club of Western Nevada members are from low-to-moderate income families that can't afford traditional fee-based sports programs.

Proposed Outcome:

At least 250 local youth each day during the school year and 400 youth each day during the summer months will benefit from the outdoor fields.

Performance Measures:

The Boys & Girls Club of Western Nevada will track daily attendance, through their daily sign-in or scan system. Reports will be available to confirm that the Boys & Girls Club of Western Nevada is meeting the Multi-Purpose Playing Field objective.

Budget:

Detailed budget attached specifying the use of grant funds, including salaries and fringe. **See Appendix I.**

*Any changes to Scope of Work, Outcomes or Budget shall be submitted to the City in writing for review and approval. Once approved, the written submittal serves as an amendment to the contract.

b. **Quarterly Reports:**

Quarterly Program Reports are due for the entire period of the subgrant, whether services have been performed or not, until the grant funds have been expended and program outcomes have been met. Reports are due by the 15th of the month following the end of the quarter. **See Appendix II – Quarterly Report Form.**

Quarterly Project Benefits Reports are also due for the entire period of the subgrant. These reports track the number of clients being served each quarter and assist in measuring program outcomes. **See Appendix III – Quarterly Project Benefits Report.**

Quarterly Report Schedule:

<u>Quarter:</u> Ending March 31, 2009	<u>Due:</u> April 15, 2009
Ending June 30, 2009	July 15, 2009
Ending September 30, 2009	October 15, 2009
Ending December 31, 2009	January 15, 2010

4. PROCEDURAL REQUIREMENTS

- a. The City staff will monitor the performance of the Subrecipient Agency against each of the program measurable outcomes listed in **3(a) Scope of Work** at least annually. In addition, the following requirements must be complied with:

Accessibility Plan: The Subrecipient Agency must comply with the Federal Requirements outlined in the Americans with Disabilities Act (ADA), which includes providing reasonable access to all for facilities for employees and clients.

Affirmative Action Plan: The Subrecipient Agency must have an Affirmative Action Policy Statement and/or Plan that establishes the agency as an equal opportunity employer. The policy should delineate a set of actions to ensure compliance, or a grievance procedure.

Staff Hiring and Firing Procedures: The Subrecipient Agency must have a policy statement that includes a procedure for hiring and firing staff. The statement must outline a grievance procedure in the event that an employee wishes to make an appeal.

Construction Review: All construction work shall be performed in accordance with construction drawings, working specifications and related documents approved by the City in advance and in writing.

See **Section 10. Other Provisions** for more information on the above policies.

- b. Program outcomes may be administratively modified by City staff if the Subrecipient Agency provides sufficient justification in writing three (3) months prior to the close of the Fiscal Year 2009-2010, which is June 30, 2010.

5. TERM

This Contract is to be effective from April 2, 2009, through June 30, 2010, unless sooner terminated by either party as specified in **Section 8(p) General Terms and Conditions**. All of the services required hereunder shall be completed by June 30, 2010.

6. COMPENSATION

The City and Subrecipient Agency agree that the Subrecipient Agency will carry out the project specified in **3(a) Scope of Work** at a cost of \$253,500.

7. METHOD OF PAYMENT

Reimbursement of Expenses: Reimbursement will be paid by the City after eligible expenses have been incurred and expended under this Contract in conformance with the terms and conditions of said Contract. All requests for reimbursement must be accompanied by proof of expenditures, such as but not limited to, copies of checks, time cards, etc. Requests may be submitted monthly or quarterly. The first request must be submitted by the end of the third quarter. **See Appendix IV – Request for Reimbursement.**

If the first request for reimbursement is not submitted prior to the end of the third quarter of the grant period, this Contract will become null and void unless the Subrecipient Agency has received approval from the City staff in advance. See **Section 8(p)**.

8. GENERAL TERMS AND CONDITIONS

a. **Technical Assistance.** Technical assistance, training or support services may be requested from the City to increase the capacity of the Subrecipient Agency to carry out the project specified in **3(a) Scope of Work**.

b. **Required Reports/Audits.** The Subrecipient Agency agrees to file quarterly reports, as outlined in this Contract. Audits are required as follows:

An annual audit covering the grant year(s) in this Contract must be submitted to the City within six (6) months of the end of the grant year.

If the Subrecipient Agency receives \$500,000 or more in federal assistance during its fiscal year, it must comply with 24 CFR Part 45, 24 CFR Part 84.26, and Office of Management and Budget (OMB) Circular A-133 audit requirements.

NOTE: Audits must be completed by a certified public accountant and comply with all applicable standard accounting practices.

c. **Required Project Record Keeping and Bookkeeping.** The Subrecipient Agency agrees to provide for bookkeeping and client record keeping on a program basis using approved bookkeeping and record keeping systems and to retain program records for five (5) years from the time of termination of this Contract. The bookkeeping and client files and program records shall be open and available for inspection and audit at any time by the City staff. Specific client records, including names, shall be available to the City staff upon request. (24 CFR Part 84.20 – Standards for Financial Management Systems)

d. **Personal Property.** All personal property purchased by the Subrecipient Agency, with written prior approval of the City and with funds obtained pursuant to the Contract, shall be the property of the City unless otherwise provided in writing by the City. (24 CFR Part 84.31 through 84.37)

e. **Budget Changes.** The Subrecipient Agency may only make changes in the approved and executed budget once prior to May 1 of the grant year. Written requests with justification shall be submitted to the City for review and approval prior to implementation of any budget changes. **See Appendix V - Budget Revision Request Form.**

- f. **Procurement.** The Subrecipient Agency shall only acquire or purchase equipment, supplies or services where the estimated cost is more than \$10,000 after requesting bids from two or more persons capable of performing the contract, if available. If the estimated cost exceeds \$25,000, requests for bids must be submitted to three or more persons capable of performing the contract, if available. No lead-based paint is to be purchased or used on any project. (24 CFR Part 84.40 through 84.48) Procurement.
- g. **Program Income.** Subrecipient agencies which derive income from their loan activities as a result of service provided through the usage of grant funds must identify to the City staff the amount of this income on a timely basis. The income will be used to reduce the amount requested from the Subrecipient Agency for disbursement. (24 CFR 570.504 and 24 CFR 84.24)
- h. **Disposition of Program Income.** At the end of the program year, the City will require remittance of all or part of any program income balances (including investments thereof) held by the Subrecipient Agency (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 loan guarantee security needs). (24 CFR 570.504 and 570.705, and 24 CFR 84.24)
- i. **Reversion of Assets.** (24 CFR 570.503(b)(8)) Where CDBG funds are distributed pursuant to this Contract, upon expiration of the Contract the Subrecipient Agency shall transfer to the City any remaining CDBG funds at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient Agency's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient Agency in the form of a loan) in excess of \$25,000 is either:
- (1) Used to meet one of the national objectives in 24 CFR 570.208 (formerly §570.901) until five years after expiration of the Contract, or for such longer period of time as determined to be appropriate by the City; or
 - (2) Not used in accordance with paragraph (1) above, in which event the Subrecipient Agency shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City.
- j. **Insurance Requirements.** The City has established specific insurance requirements for agreements / contracts with nonprofit agencies to assure that reasonable insurance coverage is maintained and that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities. All of the requirements must be complied with prior to any reimbursement for any program. Nonprofit organizations shall purchase Industrial Insurance, General Liability and Automobile Liability as described in this contract. Each insurance policy shall name the City as additional insured. Proof of insurance is required at the beginning of the contract term in the form of certificates of insurance.
- (1) Industrial Insurance:
The Subrecipient Agency agrees, as a condition precedent to any duty of the City to

make any payment under this Contract, to furnish and maintain throughout the term of the Contract at no cost to the City, worker's compensation insurance as required by the provisions of Chapters 616 and 617 of the NRS.

Should the Subrecipient be self-funded for Industrial Insurance, the Subrecipient shall so notify the City in writing prior to the signing of this contract. The City reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this contract.

(2) General Liability:

The Subrecipient Agency agrees, as a condition precedent to any duty of the City to make any payment under this Contract, to furnish and maintain throughout the term of the Contract at no cost to the City, such general liability and property damage insurance as shall protect him and any subcontractor performing work covered by the Contract from claims for, but not limited to, bodily injury, sickness, disease, death, or property damage arising or resulting from the Subrecipient Agency's performance, or by any subcontractor, person, firm or employee directly or indirectly employed by him.

Coverage: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the occurrence limit or revised to apply separately to each project or location.

(3) Automobile Liability:

\$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply. Coverage should be at least as broad as: Insurance Service Office Business Auto Coverage form number CA00 01 12/90 covering Automobile Liability Code 1 any "auto" with changes in Business Auto and Trucker's Coverage forms - Insured Contract Endorsement form number CA00 29 12/88.

(4) Federal Bonding and Insurance Requirements:

The Subrecipient Agency shall comply with the federal bonding and insurance requirements set forth in 24 CFR 84.31 and 84.48, Bonding and Insurance.

- k. **Legal Actions Against Subrecipient Agency.** If any legal action is filed against the Subrecipient Agency, the Subrecipient Agency shall immediately notify City staff.
- l. **Indemnification Agreement.** Subrecipient Agency shall indemnify, defend and hold harmless the City, its officers, officials, employees, agents and volunteers, from any and all costs, liabilities, damages, claims, demands, suits, causes of action, attorneys' fees, or expenses of any kind or nature that arise out of, or are in any way related to, in whole or in part, the negligence or misconduct, or acts or omissions, of Subrecipient Agency, its officers, officials, employees, volunteers, agents, contractors and anyone else under the direction or supervision of Subrecipient Agency while performing or failing to perform Subrecipient Agency's duties under this Contract.

In the event of a lawsuit against the City arising out of the activities of the Subrecipient

Agency, should the Subrecipient Agency be unable to defend the City due to the nature of the allegations involved, if at the lawsuit's conclusion, it is determined that the basis for the action was the negligent acts, errors or omissions of the Subrecipient Agency, then the Subrecipient Agency must reimburse the City, their officers, officials, employees, agents and volunteers, for their reasonable costs of defending such action.

The indemnity obligations of this Contract shall survive the termination of this Contract and shall be binding upon the parties and the parties' legal representatives, heirs, successors and assigns.

- m. **Assignment of Contract.** It is agreed by and between the parties hereto that neither this Contract nor any part thereof may be assigned by the Subrecipient Agency, and that in the event that the Subrecipient Agency does so assign, the City staff may, at their option, terminate this Contract and be relieved of further obligation to the Subrecipient Agency.
- n. **Federal Procurement Eligibility.** The Subrecipient Agency certifies that a non-federal entity, the Subrecipient and its principals have not been themselves or contracted with any entity that has been suspended or debarred by the Federal Government, and are not listed in the list of parties excluded from the Federal procurement or non-procurement programs issued by the General Services Administration. This regulation applies not only to physical improvements and construction, but also services. (24 CFR 84.13 and 570.609)
- o. **Confidentiality.** The Subrecipient Agency shall keep confidential all information, in whatever form, produced, prepared, observed or received by the Subrecipient Agency to the extent that such information is confidential by law or otherwise required by this Contract.
- p. **Grounds for Reduction of Compensation or Termination of the Contract.** The City staff reserves the right to terminate this Contract or to reduce the Contract compensation amount upon written notification to the Subrecipient Agency where any one or more of the following has occurred:
 - (1) Failure of the Subrecipient Agency to file quarterly reports by the 15th day of the month following the end of the quarter;
 - (2) Failure of Subrecipient Agency to submit its first request for reimbursement prior to the end of the third quarter of the grant period, unless the Subrecipient Agency has received approval from the City staff in advance.
 - (3) Failure of the Subrecipient Agency to expend 50% of all grant funds by the end of the third quarter of the fiscal year;
 - (4) Failure of the Subrecipient Agency to meet any standards specified in this Contract;
 - (5) Expenditures under this Contract for ineligible activities, services, or items;
 - (6) Failure to comply with written notice from City staff of substandard performance in scope of services under the terms of this Contract;

- (7) Failure of the Subrecipient Agency to comply with the State and Federal Accounting Laws;
- (8) Subrecipient Agency employees, officers or its designees or agents using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;
- (9) Where applicable, notification by HUD to the City staff that said programs are ineligible because of services provided, location of services provided, or that the programs funded with the Community Development Block Grant Funds are not deemed to be related to the Consolidated Plan;
- (10) Where applicable, notification by HUD to the City staff that said programs funded by the Community Development Block Grant Funds are deficient and that continued support of the programs would not provide an adequate level of service to low income and minority people;
- (11) Failure of the City or the Subrecipient to secure or obtain other funding from sources which are needed in combination with the grant funds provided by the City to completely carry out the programs provided in this Contract;
- (12) Where applicable, written notification from HUD or the State of Nevada to the City staff that the program funds made available to the City are being curtailed, withdrawn, or otherwise restricted;
- (13) If Subrecipient Agency receives funds from other sources prior to or during the program year to cover costs under this Contract, the City staff reserves the right to reduce the Contract amount; or
- (14) Failure of the Subrecipient Agency to pay debts owed to the City or other debts when due.

q. **Personnel.**

- (1) The Subrecipient Agency represents that it has hired or will hire all personnel required in performing the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the City.
- (2) All of the services required hereunder will be performed by the Subrecipient Agency, and all personnel engaged in the work shall be fully qualified.

r. **Compliance with Laws.** The Subrecipient agrees to follow all federal, state and local laws pertaining to the operation of said agency.

s. **Funding.** Funding under this grant is to be used only for eligible and approved activities.

t. **Integration.** This Agreement, including the Recitals, which are incorporated by reference as a part of this Contract, constitute the complete and integrated agreement between the parties with respect to the matters recited herein, and supersedes any prior

or contemporaneous written or oral agreements or understandings with respect thereto.

- u. **Amendment; Waiver.** This Contract shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties. No additional grants, monetary increase amendments, or time extension amendments, will be approved unless all financial and performance reports are current. No waiver of any other provisions of this Contract shall be deemed to be a waiver of any other provisions, regardless of similarity, and no waiver shall constitute a continuing waiver. Forbearance or failure to declare a default or pursue a remedy shall not constitute a waiver except as provided in this Contract.
- v. **Drafting Presumption.** The parties acknowledge that this Contract has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the City as the drafter of this Contract.

9. JURISDICTION AND GOVERNING LAW

It is understood and agreed by and between the parties hereto that this Contract shall be deemed and construed to be entered into and to be performed in Carson City-County, State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

10. OTHER PROVISIONS

During the performance of this Contract, the Subrecipient Agency must follow:

a. **Equal Employment Opportunity.**

- (1) The Subrecipient Agency agrees to comply with the equal employment opportunity requirement not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375. The Subrecipient Agency will not discriminate against any employee or applicant for employment or individual receiving the benefit of the Subrecipient Agency's services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended). The Subrecipient Agency will take action to ensure that all applicants are considered equally. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Such action shall include individuals benefiting from program services / activities.
- (2) Vietnam Veterans. The Subrecipient Agency agrees to comply with Section 402 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.

(3) The Subrecipient Agency agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.

b. **Business and Employment Opportunities for Lower Income/ Minority Residents.**

To the greatest extent feasible, the Subrecipient Agency will provide opportunities for training and employment to lower income / minority residents of the program area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient Agency utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, regulations. If a Subrecipient Agency solicits or requests for invitation for bids, every effort feasible will be made to contact minority organizations for a response to the solicitations or invitations for bidders. (Executive Order 11246 and 41 CFR Chapter 60)

c. **Nondiscrimination in Federally Assisted Programs.** The Subrecipient Agency will not discriminate in the provision of services or benefits to any person on the basis of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, marital status or disability.

d. **Hatch Act.** Neither the Subrecipient Agency program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of United States Code (USC) Title 5 Chapter 15.

e. **Religious Activities.** In addition to, and not in substitution for, other provisions of this Contract regarding the provision of essential services and/or the payment of operational costs, the Subrecipient Agency:

(1) Represents that if it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by, or in connection with, a religious or denominational institution or organization, in connection with such essential services and operation costs:

A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

B. It will not discriminate against any persons seeking emergency shelter and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and

C. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this Contract.

- f. **Drug-Free Workplace Requirements.** The Subrecipient Agency agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. The Subrecipient Agency is required to submit an executed copy of the certification prior to the encumbrance of grant funds. **See Appendix VI – Certification for a Drug-Free Workplace.**
- g. **Influence/Lobbying Requirements.**
- (1) The Subrecipient Agency affirms that to the best of its knowledge and belief that 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;
 - (2) 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.
 - (3) The Subrecipient Agency is required to include the language in paragraphs 1 and 2 of this section in all awards and agreements that result in the use of the federal funds governed by this agreement.
- h. **Conflict of Interest.**
- (1) If the Subrecipient Agency has a member of the Board of Directors who is in a position to obtain a financial benefit or interest from the proposed project, it may be ineligible for CDBG funds (See Appendix VIII – Section 24 CFR 570.611 Conflict of Interest). A written request for an exception from HUD may be required.
 - (2) The Subrecipient Agency shall prohibit any conflicts of interest as defined in Section 24 CFR 570.611. This section covers employees, agents, consultants, officers or elected or appointed officials of the Subrecipient Agency and relates to procurement of supplies, equipment and services, as well as acquisition or disposition of property.
- i. **Labor Standards.**
- (1) The Subrecipient Agency 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, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276-a-276a-5; 40 U.S.C. 327 and 40 U.S.C. 276c and all other applicable Laws pertaining to labor standards insofar as those acts apply to the performance of this Contract.
 - (2) The Subrecipient Agency shall maintain documentation which demonstrates compliance with the hour and wage requirements of this contract. Such

documentation shall be made available to the City for review upon request. Representatives of the City shall have a reasonable right of access to the Site during any period of construction to determine whether the work being performed is consistent with the terms of this Contract.

11. AUTHORITY TO ENTER INTO CONTRACT.

The undersigned person signing as an officer on behalf of the Subrecipient Agency, a party to this Contract, hereby warrants and represents that said person has actual authority to enter into this Contract on behalf of said Subrecipient Agency and to bind the same to this Contract, and, further, that said Subrecipient Agency has actual authority to enter into this Contract and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date entered into on the first page hereof.

SUBRECIPIENT AGENCY

By: _____
Chairperson, Board of Directors

By: _____
Executive Director

CITY OF CARSON CITY

By: _____
Robert L. Crowell, Mayor

APPROVED AS TO FORM ONLY:

By: _____
District Attorney



APPENDIX III

CDBG Quarterly Project Benefits Report

NAME OF CITY (AGENCY):	QUARTER ENDING: <input type="checkbox"/> March 31, 20__ <input type="checkbox"/> September 30, 20__ <input type="checkbox"/> June 30, 20__ <input type="checkbox"/> December 31, 20__
PROJECT NAME:	
NAME OF PERSON PREPARING REPORT:	FINAL REPORT: _____ Yes _____ No

Verification of income: Required for all clients served with this grant. Make sure that your agency qualifies clients by using the income table below for 2007-08, as the income levels may change from year to year.

Persons per Family	1	2	3	4	5	6	7	8
Low (L)	\$33,600	\$38,400	\$43,200	\$48,000	\$51,850	\$55,700	\$59,500	\$63,350
Very Low (VL)	\$21,000	\$24,000	\$27,000	\$30,000	\$32,400	\$34,800	\$37,200	\$39,600
Extremely Low (EL)	\$12,600	\$14,400	\$16,200	\$18,000	\$19,450	\$20,900	\$22,300	\$23,750

Only count the following clients:
 Clients served with this grant money
 Unduplicated clients

TOP ROW – Clients for this Month/Quarter

BOTTOM ROW – Year-to-Date Totals

	Total	Low	VL	EL	W	BLK	ASN	NA/AN	NH/PI	NA/AN & W	ASN & W	BLK & W	NA/AN & BLK	Other	HIS & W	HIS & BLK	HIS & ASN	HIS & NA/AN	HIS & NH/PI	FHH
# Clients (This Quarter)																				
Year-to-Date # Clients																				

W = White; BLK = Black/African American; ASN = Asian; NA/AN = American Indian/Alaskan Native; NH/PI = Native Hawaiian/Other Pacific Islander; HIS = Hispanic; FHH = Female Head of Household



APPENDIX IV

CDBG Request for Reimbursement

All requests for reimbursement must be accompanied by proof of expenditures, such as copies of checks, time cards, etc.

Project Title: _____

Total Subgrant Amount: _____ Request No.: _____

Reporting Period _____ OR _____
 (Enter date covered): _____
 Month / Year (mm/dd/yy) Quarter Ending
 (mm/dd/yy)

EXPENDITURE TYPE	DETAIL	AMOUNT	COMMENTS
Salaries, incl. Fringe Benefits (Manager, Counselor, etc.):			
Position:			
	Salaries Subtotal:		
Supplies			
Office Operating			
	Supplies Subtotal:		
Miscellaneous			
Contractor payments:			
Fees, Licenses, etc.:			
Other project costs:			
(Specify Below)			
1.			
2.			
3.			
4.			
5.			
6.			
	Misc. Subtotal:		
TOTAL EXPENDITURES THIS PERIOD:		\$0.00	
TOTAL EXPENDITURES TO DATE:			
BALANCE OF SUBGRANT:			
Subgrantee Authorization: I certify the above information is correct.			
Project Supervisor Signature: _____			
FOR CARSON CITY CDBG USE ONLY:			
City Authorization for payment: I verify that expenditures are consistent with contracted scope of work.			
Carson City CDBG Staff Signature _____			

This form is available in an Excel format to assist in calculation of the sub-totals and total. If you would like this form emailed to you, please contact the Carson City CDBG representative at 887-2180.



APPENDIX V

CDBG Budget Revision Request

NAME OF CITY (AGENCY):	QUARTER ENDING: <input type="checkbox"/> March 31, 20__ <input type="checkbox"/> September 30, 20__ <input type="checkbox"/> June 30, 20__
PROJECT NAME:	

EXPENDITURE TYPE	AMOUNT BUDGETED	BUDGET CHANGE	DIFFERENCE

Justification:

Subgrantee Approval:

Project Supervisor Signature _____ Date _____

FOR CARSON CITY CDBG USE ONLY:

Carson City CDBG Staff Signature _____ Date _____

APPENDIX VI



Certification Regarding Drug-Free Workplace Requirements

NAME OF CITY (AGENCY):	
PROJECT NAME:	
<p>The Subrecipient Agency certifies that it will or will continue to provide a drug-free workplace by:</p>	
<p>Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace and specifying the actions that will be taken against employees for violation of such prohibition;</p> <p>Establishing an ongoing drug-free awareness program to inform employees about:</p> <ul style="list-style-type: none"> (a) The dangers of drug abuse in the workplace; (b) The City's policy of maintaining a drug-free workplace; (c) Any available drug counseling, rehabilitation, and employee assistance programs; and (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; <p>Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);</p> <p>Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –</p> <ul style="list-style-type: none"> (a) Abide by the terms of the statement; and (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; 	<p>Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;</p> <p>Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4)(b), with respect to any employee who is so convicted --</p> <ul style="list-style-type: none"> (c) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (d) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; <p>Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).</p>
Name of Authorized Official (Please Print)	Title
Signature	Date

APPENDIX VII



CDBG – Conflict of Interest 24 CFR 570.611

TITLE 24--HOUSING AND URBAN DEVELOPMENT

CHAPTER V – OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 570--COMMUNITY DEVELOPMENT BLOCK GRANTS –Table of Contents

Subpart K – Other Program Requirements

Sec. 570.611 Conflict of interest.

Applicability.

- (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
- (2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to Sec. 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to Sec. 570.203, 570.204, 570.455, or 570.703(i)).

Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, 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 a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

APPENDIX VII

Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

- (1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation:
 - (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 - (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.
- (ii) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:
 - (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
 - (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
 - (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
 - (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
 - (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - (vii) Any other relevant considerations.

[60 FR 56916, Nov. 9, 1995]