CITY CLERK
ORIGINAL

C-9302
10/23/2014

SUBRECIPIENT CONTRACT – NONPROFIT CORPORATIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PUBLIC SERVICES
FY 2014-2015

THIS SUBRECIPIENT CONTRACT (**"Agreement"**) is executed this 23 day of October, 2014 by and between Boys & Girls Clubs of Metropolitan Phoenix, Inc , an Arizona nonprofit corporation (**"Agency"**), and the City of Glendale, an Arizona municipal corporation (the **"City"**)

RECITALS

A Agency desires to provide services in accordance with this Agreement that will principally serve low and moderate-income persons within the community

B City desires to provide funding to assist Agency in providing its services through the distribution of federal U S Department of Housing and Urban Development (**"HUD"**) Community Development Block Grants (**"CDBG Funds"**)

C City finds that a public purpose is served by the financial participation of the City and the funding with CDBG Funds designated for Agency's services which constitutes reasonable and prudent assistance

AGREEMENT

The parties agree as follows

1. Agency Services.

1 1 Agency will implement, operate, and complete – including providing all necessary or reasonable labor, materials, services, supervision, tools, equipment, licenses, and permits – Swift Kids Branch After-School (**the "Program"**), which is further defined with specificity in Exhibit A, Scope of Services

1 2 City will provide technical assistance to Agency in order for Agency to assure it complies at all times with applicable federal provisions governing the use of CDBG Funds, and the City will complete all environmental review requirements as required by 24 C FR Part 58

2. Term. This Agreement is effective July 1, 2014 and will terminate on June 30, 2015

3. Financial Assistance.

3 1 The City's sole and entire financial assistance to Agency will be the distribution of available CDBG funds for which the Program qualifies and which the City has allocated for use by Agency for the Program and will not exceed $9,952 00

3 2 Financial assistance under this Agreement will be made in accordance with Exhibit B, Billing and Reporting Information, in such amounts and incremental distributions that are approved by the City for various phases of work

3 3 Agency's final request for financial assistance under this Agreement must be submitted to the City within 15 days of the expiration or termination of this Agreement

3 4 Agency will return to the City, upon expiration or termination of this Agreement, any CDBG Funds that have not been expended, all Program Income, and any accounts receivable resulting from the use of CDBG Funds, including Program Income

3.5 Program Income

a. Any Program Income, as that term is defined by 24 C FR § 570 500(a), that is received by Agency prior to grant close-out will be used to offset payment due in an amount directly proportional to the prorated share of CDBG Funds used as set forth in 24 C.FR. § 570 504(c).

b Under this Agreement, "Program Income" refers solely to those funds derived from Agency provided by the City and includes, but is not limited to, income received from the clients served for services performed or materials purchased Documentation supporting the amount of Program Income received will be submitted with monthly billings

4. Compliance with Laws and Regulations.

4 1 Agency will comply with all applicable federal, state and local laws, statutes, ordinances, administrative rules, building codes, regulations and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement, including but not limited to those listed in Exhibit C.

4.2 Uniform Administrative Requirements Agency will comply with the following regulations, which will be subject to monitoring from time to time by the City or by HUD

a Requirements and standards of OMB Circular No A-122, "Cost Principles for Non-Profit Organizations"

b Accounting systems that meet the requirements for OMB Circular A-110 "Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"

c Audit requirements of the Single Audit Act Amendments of 1996, and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"

4 3 Community Development Act of 1974.

a Agency acknowledges that the funds being provided by the City for the Program are distributed pursuant to the Housing and Community Development Act of 1974, as amended, and 24 C FR Part 570 (**"Act"**)

b. Agency's use of the Act's funds must be in accordance with the Act and all regulations that apply to the use and handling of the Act's funds by the Agency, and

c Agency will comply with, and require all subcontractors paid with funds provided by this Agreement to comply with, all of the applicable provisions of the Housing and Community Development Act of 1974, as amended, 24 C FR Part 570, and the Special Conditions for activities assisted pursuant to Title I of the Community Development Act of 1974

4 4 Immigration and Naturalization Reform Act Agency and its subcontractors will abide by all regulations pursuant to the Immigration and Naturalization Reform Act of 1986, specifically as it relates to employment and client services, and such other provisions as may be applicable.

4 5 The Resource Conservation and Recovery Act Agency will comply with The Resource Conservation and Recovery Act (**"RCRA"**), specifically 42 U S C. § 6962, which requires preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (**"EPA"**) (40 C F R parts 247 through 254)

4 6 Certifications Agency must execute the following certifications, which are attached as Exhibit F, Certifications

a Policy of Nondiscrimination on the Basis of Disability

b Anti-Lobbying, Section 319 of Public Law 101-121

c Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms

d Drug-Free Workplace Act of 1988

4 7 Conflicting Provisions If Agency discovers that any of the Agreement documents are in conflict with any laws, statutes, ordinances, rules, building codes, regulations or lawful orders of a public authority, Agency will promptly notify the City, in writing, of such conflict, specifying any necessary changes to the Agreement documents or work to eliminate the conflict

4 8 Agency Indemnification Should Agency perform any work knowing it to be contrary to the applicable laws, ordinances, rules, or regulations it will assume full responsibility for the on-going compliance and bear all costs, fees, or penalties resulting therefrom

5. Recordkeeping.

5 1 Agency will record for statistics purposes

a The ethnicity and racial background of all persons and families served by the Program;

b The number of low and moderate-income persons, as these terms are defined by federal income limits, served by the Program, which are set forth in their current form in Exhibit D,

c The number of elderly and disabled served by the Program, and

d Information about family size and the number of female heads of household

5 2 Reporting

a Agency will provide to the City not later than the 15th of each month written progress reports of its activities related to the Program

b On or before July 15, 2015, or within 15 days of the date of termination, Agency will provide to the City a comprehensive report covering the agreed-upon objectives, activities, and expenditures for the prior fiscal year ending June 30, 2015.

5 3 Retention Agency will retain all records of expenditures made under this Agreement for a period of six years from the date of the submission of the City's annual performance and evaluation report which reflects the Program's final activity report

a Records for non-expendable property acquired with funds under this Agreement will be retained for six years after final disposition of such property

b Records for any displaced person must be kept for six years after receipt of final payment

c Notwithstanding the above, if there is investigation, administrative action, litigation, or similar actions involving the Program, all existing records must be maintained for one year after the final disposition of the matter or the expiration of the required six-year retention period, whichever occurs later

5 4 Access to Records Agency will provide City, HUD, or their representatives, access to records, books, documents, and papers of the Program and Agency's performance or

financial condition, provided however, nothing herein will be construed to require access to information made confidential by state or federal law

6. **Agency Warranties and Representation.** Agency warrants and represents to the City the following:

6.1 Agency is a duly organized corporation under the laws of Arizona

6.2 Agency maintains, and will continue to maintain throughout the term of this Agreement, a designation under state and federal law as a tax-exempt, nonprofit corporation

6.3 Agency's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of Agency to execute this Agreement

7. **Independent Contractor.** Agency is independent of the City in all respects and is not an agent of the City and must not in any way represent itself as an agent of the City or allow any circumstances to exist that might be deemed to create an apparent agent relationship.

8. **Indemnification and Hold Harmless.**

8.1 Agency will indemnify, defend, and hold harmless the City, and its elected officials, officers, agents and employees (collectively incorporated into the term the "City") from all claims and suits, actions, loss, damage, expense, costs or claims, of any character or any nature, including attorneys' fees and costs of litigation, which arises out of any act or omission of Agency, or those acting on behalf of Agency

8.2 It is the intent of the parties to this Agreement that the City will, in all instances, except for loss of damage resulting from the sole negligence of the City, be indemnified against all liability, loss, or damage of any nature whatever for or on account of any injuries to or death of person or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Agreement, regardless of whether or not the liability, loss or damage is caused in part by, or alleged to be caused in part by, but not solely, the negligence or fault of the City

9. **Insurance.**

9.1 Agency will provide evidence of insurance consistent with Exhibit E, Insurance Certificate

9.2 The City will be named in all insurance policies specifically relating to the Program as a named insured and as an additional named insured in all other required policies.

9.3 Required certificates of insurance must provide for a 30-day notice to the City prior to the effectiveness of any cancellation, non-renewal, or material change

10. **Acknowledgment of City's Participation.** Agency will acknowledge the contribution of the City's CDBG Program in all published literature, brochures, programs, fliers, on-site signage, etc

11. **Termination.**

11.1 In accordance with 24 C.F.R. § 85.43, the City may suspend or terminate this Agreement should Agency violate any terms or conditions thereof

11.2 Agency's failure to comply with each term and condition of this Agreement is a default which may immediately terminate the Agreement and Agency to immediately refund the weekly (or monthly, in the City's sole discretion) pro-rated amount of the previously tendered CDBG or other grant funds

11.3 Notwithstanding this Section, the City's decision to waive or defer compliance with any term or condition of this Agreement will not be deemed a waiver or deferment of the City's right to terminate this Agreement for any subsequent non-compliance

11 4 The City or Agency may terminate this Agreement for convenience upon a 30-day notice, provided however, Agency may not terminate this Agreement during the first year for any reason

12. Conflicts of Interest.

12 1 This Agreement is subject to the provisions of A R.S § 38-511 and may be canceled without penalty or further obligation by the City if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of any other party to this Agreement in any capacity or consultant to any other party of this Agreement with respect to the subject matter of this Agreement

12 2 Both parties acknowledge that no member of the governing body of the City or any employee of the City who exercises any functions or responsibilities in connection with the carrying out of the Program to which this Agreement pertains has any personal interest direct or indirect in this Agreement

13. Right to Refuse Service. The City reserves the right to refuse, terminate, or suspend service or accounts to an individual, company, or agency, if the City believes that conduct or actions violate applicable law, is harmful to the interests of the City of Glendale and its affiliates, or meets the criteria covered under City's Right to Refuse Assistance Policy

14. Notices. All notices required or permitted to be given under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses

To City	City Manager City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301
with a copy to	City of Glendale Community Revitalization Division 5850 West Glendale Avenue Glendale, Arizona 85301
	City Attorney City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301
To Agency	Boys & Girls Clubs of Metropolitan Phoenix, Inc 2645 North 24th Street Phoenix, Arizona 85008

15. General Provisions.

15 1 This Agreement supersedes any and all other agreements or understandings, either oral or in writing, between the parties hereto and contains all the covenants and contracts between the parties with respect to such employment in any manner whatsoever

15 2 Each party to this Agreement acknowledges that no representations, inducements, promises or contracts, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other contract or amendment hereto will be effective unless executed in writing and signed by both the City and Agency.

15 3 This Agreement will be governed by and construed in accordance with the laws of the State of Arizona and all applicable federal laws and regulations

15 4 The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provision of this Agreement

16. Immigration Law Compliance.

16 1 Agency warrants, to the extent applicable under A R S § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A R S § 23-214(A) which requires registration and participation with the E-Verify Program.

16 2 Any breach of warranty under this Section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement

16 3 The City retains the legal right to inspect the papers of Agency and sub-contractors who perform work under this Agreement to ensure that Agency or any sub-contractor is compliant with the warranty provided by this Section

16 4 The City may conduct random inspections, and upon request of the City, Agency will provide copies of papers and records of Agency demonstrating continued compliance with the warranty under this Section Agency agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with the City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section

16 5 Agency agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Agency and expressly accrue those obligations directly to the benefit of the City Agency also agrees to require any sub-contractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City

16 6 Agency's warranty and obligations under this Section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this Section is no longer a requirement

16 7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program

17. Exhibits:

Exhibit A	Scope of Services
Exhibit B	Billing and Reporting Information
Exhibit C	Federal Laws and Regulations
Exhibit D	Income Limits
Exhibit E	Insurance Certificate
Exhibit F	Certifications

(Signatures appear on following page)

IN WITNESS WHEREOF, all parties concerned acknowledge that they have read, understand, approve, and accept all of the provisions of this Agreement

CITY OF GLENDALE, an Arizona municipal corporation

By: Brenda S Fischer
Its City Manager

ATTEST

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D Bailey
City Attorney

Boys & Girls Clubs of Metropolitan Phoenix, Inc,
an Arizona non-profit corporation

By
Its President + Executive Director

STATE OF ARIZONA)
) ss
County of Maricopa)

On this the 15 day of October, 2014, before me, the undersigned Notary Public, personally appeared Amy Gibbon, who acknowledged himself/herself to be the President/Exec Director of the Boys+Girls Clubs of Metro Phoenix, and that (s)he as such official, being authorized to do so, executed the foregoing Subrecipient Contract for and on behalf of the said company for the purpose and consideration therein expressed

DALE RICHARD WANEK
Notary Public-State of Arizona
MARICOPA COUNTY
My Comm. Expires Feb. 7, 2017

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Notary Public

My Commission Expires
2/7/17

SCOPE OF SERVICES

EXHIBIT "A"

EXHIBIT A

SCOPE OF SERVICES

1 The Scope of Services and the type of records that must be maintained are two elements of a Subrecipient Contract that vary most from activity to activity, and from grantee to grantee

2 Agencies are required to prepare a Scope of Services, which is incorporated into the Subrecipient Contract with the City of Glendale Each of the three sections of the Scope of Services (Description, Schedule, and Budget) must provide sufficient detail to permit effective monitoring of Agency's activities

2 1 Description. The description section details the activities to be carried out by the Agency It should define the "who, what, where, and how" of the Program It should specifically describe and quantify the services or products to be provided with City of Glendale funds Where appropriate, it should specify how the Program will serve the intended beneficiaries.

2 2 Schedule A schedule is a required part of every Subrecipient Contract It plays an essential role in the grant management system The schedule should provide projected milestones and deadlines for accomplishment of tasks, or the delivery of services These projected milestones and deadlines are a basis for measuring progress during the term of the Subrecipient Contract For instance, the schedule for a public service activity may specify delivery of a certain number of staff-hours per quarter, or delivery of services to a certain number of persons per quarter Other programs are likely to be more complex, requiring multiple tasks such as establishing an office, developing program guidelines, taking applications, providing services to the client, outreach activities, and follow up The schedule should include time frames for completing each task or activity

2 3 Budget

a The budget should provide a detailed presentation of projected revenues and expenses The preparation of a detailed budget will help ensure that a project is adequately planned, in that, it will identify all expenses that are necessary to carry out the activities described in the program description, and quantify the resources required to cover these expenses

b The budget permits periodic comparisons of the projected use of funds with actual expenditures, as indicated on the monthly accomplishment reports submitted by the grantee This comparison enables the City to seek corrective action where significant variations between the budget and actual expenditures are reported

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COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC SERVICES

SCOPE OF SERVICE FY 2014-2015

A. Program Activity. **Boys & Girls Clubs of Metropolitan Phoenix (BGCMP)** ("Agency") will be responsible for administering the **Swift Kids After-School Program** ("Program") in a manner satisfactory to the City of Glendale ("City"), and consistent with any standards required by Community Development Block Grant Program ("CDBG") Public Services as a condition of providing these funds

B. Description. Agency will input description of Program to be provided

The Swift Kids After-School Program is offered Monday through Friday from 2 30 – 8PM throughout the 2014-15 school year at the Swift Kids Branch of BGCMP, 6420 W Maryland Ave , Glendale AZ The Program provides boys and girls aged 6 -18 with a range of programs and activities that promote academic success, good character and citizenship and healthy lifestyles

C. National Objectives. All activities funded with CDBG funds must meet one of the U S Department of Housing & Urban Development ("HUD") National Objectives

☒ NATIONAL OBJECTIVE #1 – To benefit low and moderate-income persons

☐ NATIONAL OBJECTIVE #2 – To aid in the prevention or elimination of slums or blight

☐ NATIONAL OBJECTIVE #3 – To meet community development needs having a particular urgency as defined in 24 C F R § 570 208

D. Certifications. The Agency certifies that the activities carried out under the CDBG Public Services Subrecipient Contract ("Subrecipient Contract") will meet the National Objective by providing

Boys & Girls Clubs of Metropolitan Phoenix (BGCMP) certifies that activities carried out under this Agreement will meet National Objective #1 "provide a benefit to low and moderate income persons " BGCMP will provide accessible, affordable after-school programming to 355 children from low- and moderate-income families during 2014-15

E. Levels of Accomplishment – Goals and Performance Measures. The Agency agrees to provide the following Program services

ACTIVITY	UNITS OF SERVICES	UNDUPLICATED CITY RESIDENTS/HOUSEHOLDS/YEAR
Activity #1 Provide After-School Program at Swift Kids Branch, Monday – Friday	25 hours per week	355 Glendale residents/year
Activity #2 Provide nutritious daily meal to Club members	10,000 meals per year	355 Glendale residents/year
Activity #3 Provide daily homework help and educational enrichment	800 hours per year	355 Glendale residents/year

F. Time of Performance. This is 12 months Subrecipient Contract The Subrecipient Contract is effective July 1, 2014 to June 30, 2015

G. Agency Staff Contact Information.

Name	Joan Nolan
Title	Grants Manager
Agency	Boys & Girls Clubs of Metropolitan Phoenix
Address	2645 N 24th Street
City, State, Zip	Phoenix, AZ 85008
Telephone No	602-343-1254
Fax No	602-956-3320
Email	jnolan@bgcmp org

H. Client Eligibility

1 Client eligibility will be documented by Swift Kids Branch Membership form

2 Client residency will be documented by Swift Kids Branch Membership form

I. Budget.

Community Development Block Grant Public Services
Total Project Budget FY 2014-2015

Line Item	CDBG Allocation	Other Cash Resources	Total Project Budget
	$9,952	$269,319	$279,271
Personnel Costs:	**9,952**	**186,836**	**196,788**
Salaries	9,952	153,507	163,459
Payroll Costs (SSI, Medicare, etc)	0	18,618	18,618
Fringe Benefits (Ins , Retire , etc)	0	14,711	14,711
Other Costs:	0		
Contractual Services		850	850
Telephone	0	1200	1200
Utilities	0	0	0
Rent	0	0	0
Insurance	0	9,956	9,956
Travel/Mileage	0	2,468	2,468
Postage	0	200	200
Duplicating Services	0	1,000	1,000
Membership/Subscriptions	0	0	0
Advertising	0	595	595
Program Supplies	0	64,364	64,364
Program Equipment	0	1,850	1,850
Office Materials	0	0	0
TOTAL PROJECT EXPENSES	**$9,952**	**$269,319**	**$279,271**

J. Billing Information.

CDBG Funds will be used to help cover the salaries of staff that operate the Swift Kids After-School Program

BILLING AND REPORTING INFORMATION

EXHIBIT "B"

EXHIBIT B

BILLING AND REPORTING INFORMATION

1 This section is very important to the expeditious processing of your Agency's request for reimbursement Please carefully follow the summary of reimbursement requirements listed below

2 Monthly Billings

2 1 A letter requesting reimbursement of expenditures must be prepared on the Agency's letterhead This letter must be reviewed and signed by the Agency's executive director (or authorized signatory) Reimbursement requests must be submitted on a **MONTHLY** basis (Note Grants Administration may approve exceptions for "Quarterly billings" on a case-by-case basis)

2 2 The Project/Program Budget spreadsheet summarizing monthly and year-to-date expenses must be prepared and submitted with each request for reimbursement. This report should also account for other resources utilized under this activity

2 3 Copies of all supporting documents must be submitted with the reimbursement request The Agency will work closely with the program/project liaison to establish the specific documentation requirements for this Agreement Examples of supporting documentation include copies of timesheets, pay stubs, mileage reports, invoices, statements, receipts, etc

2 4 The City's reimbursement process takes approximately two to three weeks to complete (The first reimbursement request can take a little longer to process) If the reimbursement procedures noted above are not followed correctly, the program/project liaison may return the reimbursement request to the Agency for revisions, or hold the request until all reimbursement requirements have been met This will delay the reimbursement process

3 Monthly Report on Accomplishments and Demographics

3 1 A monthly demographic report on Glendale residents served, including accomplishments and units of service delivered, must be submitted by the 15th of the following month Failure to file this demographic report timely could also delay the reimbursement process

3 2 Specific formats to be used for reimbursement requests/performance reports are attached These formats must be used by the agency unless otherwise authorized

4 Activity Final Completion Report

4 1 Public Service Activities Report On "Performance Measures" for Actual Activity "Outcomes " The report on "Performance Measures for Actual Activity Outcomes," is due by July 31, 2015 This report is to identify the "actual outcomes" produced by your activity over the past program year "Actual Outcomes" will be measured by and against the "proposed outcomes and performance measures" that were established by your agency at the beginning of the program year

4 2 Physical Improvement Activities Report On "Performance Measures" for Actual Activity "Outcomes " The report on "Performance Measures for Actual Activity Outcomes," is due 30 days after completion of the physical improvement activity This report is to identify the "actual outcomes" produced by your activity after completion of the physical improvement activity. "Actual Outcomes" will be measured by and against the "proposed outcomes and performance measures" that were established by your agency at the beginning of the program year

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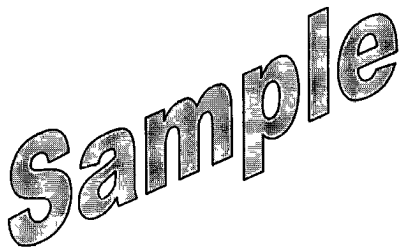
AGENCY LETTERHEAD (Required)



DATE

Gilbert Lopez
City of Glendale
Neighborhood Revitalization Division
5850 West Glendale Avenue
Glendale, Arizona 85301

RE Community Development Block Grant Public Services

Dear Mr Lopez

Enclosed is the project billing for the month of _____, 20_____ The amount of reimbursement expenses being requested is $_____ Also attached is the supporting documentation in accordance with our Agreement requirements

If you have any questions, please call me at _____

Sincerely,

_____
(Authorized Signatory)
Executive Director

Enclosures

FEDERAL LAWS AND REGULATIONS

EXHIBIT "C"

EXHIBIT C

FEDERAL LAWS AND REGULATIONS

1. Applicability of Uniform Administrative Requirements.

1 1 Agencies that are governmental entities (including public agencies) will comply with the requirements and standards of OMB Circular A-87, "Cost Principles for State, Local and Indian tribal Governments," OMB Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations" (implemented at 24 CFR Part 44), and with the following Sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

a Section 85 3, "Definitions "

b Section 85 6, "Additions and exceptions "

c Section 85 12, "Special grant or subgrant conditions for 'high-risk' grantees "

d Section 85 20, "Standards for financial management systems," except paragraph (a)

e Section 85 21, "Payment," except as modified by Section 570 513

f Section 85 22, "Allowable costs "

g Section 85 26, "Non-Federal audit "

h Section 85 32, "Equipment," except in all cases in which the equipment is sold, the proceeds will be Program Income

i Section 85 33, "Supplies "

j Section 85 34, "Copyrights "

k Section 85 35, "Subawards to debarred and suspended parties "

l Section 85 36, "Procurement," except paragraph (a)

m Section 85 37, "Subgrants "

n Section 85 40, "Monitoring and reporting program performance," except paragraphs (b) through (d), and paragraph (f)

o Section 85 41, "Financial reporting," except paragraphs (a), (b), and (e)

p Section 85 42, "Retention and access requirements for records," except that the period will be four years

q Section 85 43, "Enforcement "

r Section 85 44, "Termination for convenience "

s Section 85 51, "Later disallowances and adjustments "

t Section 85 52, "Collection of amounts due "

1 2 Agencies, except Agencies that are governmental entities, will comply with the requirements and standards of OMB Circular No A-122, "Cost Principles for Nonprofit Organizations," or OMB Circular No A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular No A-133, "Audits of States, Local Governments, and Nonprofit Organizations" (as set forth in 24 CFR part 45) Audits will be conducted annually Such Agencies will also comply with the following provisions of the Uniform Administrative requirements of OMB Circular No. A-110 (implemented at 24 CFR part 84, "Uniform

Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Nonprofit Organizations") or the related CDBG provision, as specified in this paragraph

a Subpart A -- "General";

b Subpart B -- "Pre-Award Requirements," except for § 84 12, "Forms for Applying for Federal Assistance",

c Subpart C -- "Post-Award Requirements," except for

(1) Section 84 22, "Payment" Grantees will follow the standards of § 85 20(b)(7) and 85 21 in making payments to Agencies,

(a) Section 84 23, "Cost sharing and matching",

(b) Section 84 24, "Program income" In lieu of § 84 24, CDBG Agencies will follow § 570 504,

(c) Section 84.25, "Revision of budget and program plans",

(d) Section 84.32, "Real property" In lieu of § 84 32, CDBG Agencies will follow § 570 505,

(e) Section 84 34(g), "Equipment" In lieu of the disposition provisions of § 84 34(g), the following applies

(i) In all cases in which equipment is sold, the proceeds will be Program Income (prorated to reflect the extent to which CDBG funds were used to acquire the Program Income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment), and

(ii) Equipment not needed by the Agency for CDBG activities will be transferred to the recipient for the CDBG program or will be retained after activities will be transferred to the recipient for the CDBG program or will be retained after compensating the recipient

(f) Section 84 51(b), (c), (d), (e), (f), (g), and (h), "Monitoring and reporting program performance",

(g) Section 84.52, "Financial reporting",

(h) Section 84.53(b), "Retention and access requirements for records." Section 84 53(b) applies with the following exceptions

(i) The retention period referenced in § 84 53(b) pertaining to individual CDBG activities will be four years, and

(ii) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR § 91 520, in which the specific annual performance and evaluation report, as prescribed in 24 CFR § 91 520, in which the specific activity is reported on for the final time rather than from the 24 CFR § 91 520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award, expenditure report for the award

(1) Section 84 61, "Termination" In lieu of the provisions of § 84 61 CDBG Agencies will comply with § 570 503(b)(7)

d Subpart D -- "After-the-Award Requirements," except for § 84 71, "Closeout procedures"

2. Equal Opportunity.

2 1 The Agency agrees to comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Agreement If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Agency, this assurance will obligate the Agency, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits

2 2 The Agency agrees to comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended by the Fair Housing Amendments Act of 1988 (PL 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States

2 3 The Agency agrees to comply with Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570 602) issued pursuant to that Section, and in accordance with Equal Opportunity obligations of that Section, no person in the United States will, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, any program or activity funded in whole or in part with the Community Development funds Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), will also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

2 4 The Agency agrees to comply with Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance

2 5 The Agency agrees to comply with Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contractors

2 6 The Agency agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U S C 1701u), as amended, the HUD regulations issued pursuant thereto (24 CFR Part 135) as follows

a The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3

of the Housing and Urban Development Act of 1968, as amended (12 US C 1701u), Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the project.

b The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements

c The contractor will send to each labor organization or representative or workers, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training

d. The contractor will include this Section 3 clause to every subcontract for work in connection with the project and will, at the direction of the applicant or Community of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations

e Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement, will be a condition of the Federal financial assistance provided to the project

3. **Subcontracting.** All work or services covered by this Agreement, which is subcontracted by the Agency, will be specified by written contract and subject to all provisions of this Agreement All subcontracts must be approved by the City prior to execution

4. **Interest of Certain Federal Officials.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same

5. **Interest of Members, Officers or Employees of the Agency, Members of Local Governing Body, or Other Public Officials.** No member, officer, or employee of the Agency or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement

6. **Hatch Act.** The Agency agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor will personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code

7. **Labor Standards Provisions.** The Agency agrees to comply with 24 CFR § 570 603, "Labor Standards" published by HUD for Community Development Block Grants

8. **Compliance with Environmental Requirements.** The Agency agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR § 58.5 insofar as the provisions of such Act apply to activities set forth in the Statement of Work

9. **Compliance with Flood Disaster Protection Act.**

9 1 This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-234) No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act, and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program will be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act

9 2 Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U S C 4001 et seq , provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to financial assistance for acquisition or construction purposes under Section 102(2) of Flood Disaster Protection Act of 1973 Such provisions will be required notwithstanding the fact that the construction of such land is not itself funded with assistance under this Agreement.

10. **Compliance with Air and Water Acts.**

10 1 This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U S C 1857 et seq ; the Federal Water Pollution Control Act, as amended, 33 U S C 1251 et seq , and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time

10.2 In compliance with said regulations, the City will cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements

a A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR § 15 20

b Agreement by the contractor to comply with all the requirements of Section 114 of the Clear Air Act, as amended (42 U S C 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U S C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder

c A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities

d Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraphs (a) through (d) of this section in every nonexempt subcontract and requiring the contractor to take such action as the Government may direct as means of enforcing such provisions

e In no event will any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act

11. **Historic Preservation.** This Agreement is subject to the requirements of PL 89-665, the Archaeological and Historic Preservation Act of 1974 (PL 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The City must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U S Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property

12. **Historic Barriers.** This Agreement is subject to the requirements of the Architectural Barriers Act of 1968 (42 US C 4151) and its regulations Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with CDBG funds must comply with requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped"

13. **Lead-Based Paint.** This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 US C 4821 et seq), and Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR § 570 608 and/or 92 335), and related amendments thereto The use of lead-based paint is prohibited whenever federal funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures All federally assisted residential structures and related property constructed prior to 1978, Homebuyer Programs, Tenant-Based Rental Assistance, and Special-Needs Housing (acquisition), will comply with existing and new Lead-Based Paint Hazard Reduction Requirements, effective September 15, 2000 As the Grantor or Participating Jurisdiction, the City of Glendale shall be consulted regarding the Agency/Grantee's compliance status

14. **Property Disposition.** Real or personal property purchased in whole or in part with CDBG funds shall not be disposed through sale, use, or location without the written permission of the City The proceeds from the disposition of real property will be considered Program Income and subject to 24 CFR § 570 504(c)

15. **Lobbying.** Block Grant funds shall not be used for publicity or propaganda purposes designed to support or defeat legislation proposed by federal, state, or local governments

16. **Acquisition/Relocation.** This Agreement is subject to providing a certification that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24, and 24 CFR Part 511 14, which govern the acquisition of real property for the project and provision of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition for the project

17. **Section 504.** The Agency agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program

18. **Federal Fire Prevention and Control Act of 1992.** The Fire Administration Authorization Act of 1992 added a new Section 31 to the Federal Fire Prevention and Control Act of 1974 This Section requires that approved smoke detectors be installed in all houses assisted under the Community Development Block Grant Program To comply with this requirement and locally adopted codes Agency shall install smoke detectors in all sleeping areas and any hallway connecting these sleeping areas

###

INCOME LIMITS

EXHIBIT "D"

EXHIBIT D

INCOME LIMITS

(See attached)

CITY OF GLENDALE
Community Revitalization Division

CDBG/ESG/HOME PROGRAMS

2014 Program Income Limits

EFFECTIVE: JULY 1, 2014

Household Size	Median Income ($)	30% of Median Income ($)	50% of Median Income ($)	60% of Median Income ($)	80% of Median Income ($)
1 Person	43,400	13,000	21,700	26,040	34,650
2 Persons	49,600	15,730	24,800	29,760	39,600
3 Persons	55,800	19,790	27,900	33,480	44,550
4 Persons	61,900	23,850	30,950	37,140	49,500
5 Persons	66,900	27,910	33,450	40,140	53,500
6 Persons	71,900	31,970	35,950	43,140	57,450
7 Persons	76,800	36,030	38,400	46,080	61,400
8 Persons	81,800	40,090	40,900	49,080	65,350

INSURANCE CERTIFICATE

EXHIBIT "E"

EXHIBIT E

INSURANCE CERTIFICATE

The Certificate of Insurance will contain the following information

Item One:

A Commercial General Liability coverage with limits not less than $1 million per occurrence, $100,000 for property damage liability, and $2 million aggregate

B Unless a sole proprietorship, Agency shall carry Arizona Statutory Workers Compensation and Employers' Liability coverage

Item Two: City of Glendale will be named Certificate Holder

Item Three: City of Glendale will be named as "additional insured"

Item Four: The Certificate of Insurance will provide a 30-day notice to the City of Glendale for cancellation, non-renewal, or material change and must be an "occurrence," not a "claims made" policy

Item Five: General Requirement for the Insuring Company

A The insurance company underwriting the policy will have a Best Rating of B++ or better Please request that your insurance provider supply some form of verification of the best rating of B++ or better

B The insurance company underwriting the policy will **be licensed in the State of Arizona**

C If the Certificate of Insurance contains a section page which notes. "Important, if the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)" Insurance Certificates containing this clause will not be accepted without an **"endorsement" stating, "the City of Glendale is included as an 'additional insured' on the policy."**

###

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT. If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

PRODUCER	CONTACT NAME Sandra Zilka
Lovitt & Touche' Inc - Phoenix 602-956-2250 P O Box 64985 Phoenix AZ 85082	PHONE (A/C, No, Ext) 602-778-7028 FAX (A/C, No) 602-956-2258 E-MAIL ADDRESS: szilka@lovitt-touche com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
BOYSG-5 Boys & Girls Clubs of Metropolitan Phoenix, Inc 2645 N 24th Street Phoenix AZ 85008	INSURER A SCF American Insurance Company	
	INSURER B ARCH INS CO	11150
	INSURER C ARCH Insurance Company	
	INSURER D	
	INSURER E	
	INSURER F	

COVERAGES **CERTIFICATE NUMBER:** 661811456 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [ ] POLICY [ ] PRO-JECT [ ] LOC	Y	Y	NCPKG0211802	3/1/2014	3/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $20,000 $1,000,000 $3,000,000 $3,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS	Y		NCAUT0211802	3/1/2014	3/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $0			NCFXS0211801	3/1/2014	3/1/2015	EACH OCCURRENCE AGGREGATE $	$10,000,000 $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A **(Mandatory in NH)** If yes describe under DESCRIPTION OF OPERATIONS below	N/A	Y	170113	1/1/2014	1/1/2015	X WC STATU-TORY LIMITS X OTH-ER E L EACH ACCIDENT E L DISEASE - EA EMPLOYEE E L DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	Professional Liability Abuse & Molestation Occurrence			NCPKG0211802	3/1/2014	3/1/2015	Occ $1,000,000 Occ $1,000,000	Agg $3,000,000 Agg $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is additional insured with respects to General Liability per form GL029500 (02/09) and Auto Liability per form CA010100 (04/09), where required by a written contract Waiver of Subrogation applies to General Liability per form CG2404 (05/09) and Workers Compensation per form WC000313, where required by a written contract Coverage is primary and non-contributory per form GL029500 (02/09) where required by a written contract

City of Glendale, Community Revitalization Division, is included as Additional Insured with respects to General Liability

CERTIFICATE HOLDER

City of Glendale, Community Revitalization Division
5850 W Glendale Avenue, Ste 107
Glendale AZ 85301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

David Wilder

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CERTIFICATIONS

EXHIBIT "F"

EXHIBIT F
CERTIFICATIONS

See attached Certifications.

1 Policy of Nondiscrimination on the Basis of Disability

2 Section 319 of Public Law 101-121

3 Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms

4 Drug-Free Workplace

###

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The undersigned representative agrees, on behalf of Client, to have or adopt a Policy of Nondiscrimination on the Basis of Disability Such Policy will state that the Agency does not discriminate on the basis of disabled status in the admission or access to, or treatment or employment in, its federally assisted programs or activities

Signature _____ Date 10/15/14

SECTION 319 OF PUBLIC LAW 101-121

The Undersigned certifies, to the best of his or her knowledge and belief, that

1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

3 The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all agencies will certify and disclose accordingly

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

Signature _____ Date 10/15/14

CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS

1 It is a national policy to award a fair share of contracts to small and minority business firms Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services Affirmative steps will include the following

1 1 Qualified small and minority businesses on solicitation lists

1 2 Assuring that small and minority businesses are solicited whenever they are potential sources, and to the greatest extent possible that these businesses are located within the metropolitan area

1 3 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation

1 4 Where the requirement permits, establish delivery schedules which will encourage participation by small minority businesses

1 5 Using the services and assistance of the Small Business Administration, and the Office of Minority Business Enterprises of the Department of Commerce and the Community Services Administration as required

1 6 If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in §§ 1 1 through 1.5 Grantees will take similar appropriate action in support of women's enterprises

1 7 To the greatest extent feasible, opportunities for training and employment will be given to low and moderate income persons residing within the metropolitan area

2 The above-described equal opportunity requirements are obligations of the City of Glendale because federal funds are being utilized to finance the Project to which this Project pertains

3 In executing any contract, the Agency agrees to comply with the requirements and to provide appropriate documentation at the request of the City

Signature

10/15/14
Date

DRUG-FREE WORKPLACE

The Agency certifies that it will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F by

1 Publishing a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2 Establishing an ongoing drug-free awareness program to inform employees about

- 2 1 The dangers of drug abuse in the workplace,
- 2 2 The Agency's policy of maintaining a drug-free workplace,
- 2 3 Any available drug counseling, rehabilitation and employee assistance programs, and
- 2 4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

3 Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 1

4 Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will

- 4 1 Abide by the terms of the statement, and
- 4 2 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

5 Notifying the City in writing, within ten calendar days after receiving notice under paragraph 4 2 from an employee or otherwise receiving actual notice of such conviction Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices Notice will include the identification number(s) of each affected grant

6 Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4 2, with respect to any employee who is so convicted

- 6 1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
- 6 2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, local health requirements, law enforcement, or other appropriate agency

7 Making a good faith effort to continue to maintain a drug-free workplace through implementation of the above-described paragraphs

Signature _____ Date 10/15/14