

# City Council Communication



## Community Development Department

City of Jonesboro

**SUBJECT:** Continuum of Care

**REQUESTED ACTION:** CONTRACT APPROVAL

### Council Communication

<b>Date Submitted:</b>	1/08/07
<b>Submitted By:</b>	GAYLE VICKERS – 933-4635
<b>Presented to Finance Committee:</b>	1/08/07 – Instructed to put on agenda
<b>Approved By:</b>	Continuum of Care Members, Citizen’s Advisory, Crego, Mayor
<b>Background:</b>	Continuum of Care funding close-outs for CDBG 2005 and 2006. The standard 5-\$5000 grants for 2006 were approved (only 5 applications were made.) The continuum opted not to apply for the <u>separate</u> Continuum of Care grant HUD offers which resulted in the need to reallocate the balance of funding. The members opted to use the funds for subsistence grants to active members. The Citizen Advisory concurred.
<b>Synopsis:</b>	2005 had a balance of \$19438.80 – Subsistence Grants 2006 - \$25,000 (5- \$5000) plus balance of \$7778.00 – Subsistence Grants.
<b>Staff Request and/or Recommendation:</b>	Contract approval for CDBG Continuum of Care Project.
<b>Fiscal Impact:</b>	None
<b>Community Impact:</b>	Public services to our most vulnerable populations. Prevention of homelessness.
<b>Attachments:</b>	5-\$5000, 8-\$3402.10 Contracts, Resolutions, Subsistence Application, Subsistence Report



HUD 2006 Project ID #73  
Continuum of Care  
\$5,000  
Jonesboro Urban Renewal &  
Housing Authority HCDO

## City of Jonesboro 2006 CDBG AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the "Grantee") and the **Jonesboro Urban Renewal & Housing Authority HCDO**, (hereinafter referred to as the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, It is agreed by the parties in exchange of the mutual covenants and agreements set forth herein:

### I. SCOPE OF SERVICE

- A. The Subrecipient will be responsible for administering a service to the City and its low income residents for the Program year 2006. This project involves instructional programs and community/family services to be used by low income persons and/or families through their agency.

The funds for this service will provide New Homeownership classes with one-on-one counseling/classroom instruction to LMI persons. The instruction includes budgeting, money management, credit repair, debt management and utilization of a computer program designed to assist in said credit management. In addition these funds may be used to assist in the client fees of credit reports and Independent Home Inspections. These funds will be administered to low-income citizens **residing in the City of Jonesboro only**.

A complete individual application will be provided for each recipient determining their income eligibility according to HUD Income Guidelines with receipts for services provided attached. A needs statement from the case worker/program director will be included along with the governing priority used among the eligible applicants.

#### General Administration

The Subrecipient will provide adequate personnel to maintain the above Scope of Services.

### B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. Benefit low/moderate income persons

2. Aid in the prevention or elimination of slums or blight
  3. Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.
- C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Persons/Year</u>
New Homeownership Instruction	Approx. 15

- D. Staffing  
HO Housing Coordinator, P/T Secretary, and volunteers.

- E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a 30 day period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

## II. TIME OF PERFORMANCE

Services of the Subrecipient shall be for the Program year 2006. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income. No program income is expected with this project.

## III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Administration	<u>\$ 5,000.00</u>
TOTAL	<u>\$ 5,000.00</u>

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content specified by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

## IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$5,000.00. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with the standards in OMB Circular A-110 which is included in an Administrative Manual, located at 519 West Washington in the City Offices and is available

should you need any copies or have any questions.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following:

Grantee

City of Jonesboro  
Community Development Dept.  
519 W. Washington, P.O. Box 1845  
Jonesboro, AR 72401  
Office (870) 933-4635  
Fax (870) 933-4626

Subrecipient

Sharon Poe, Executive Director  
Jonesboro Urban Renewal & Housing Authority  
330 Union Street  
Jonesboro, AR 72401  
Office (870) 935-9800 x14  
Fax (870) 935-6872

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

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

D. Worker's Compensation

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

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the

Grantee. The Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

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

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

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

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Authorization to Enter Agreement

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

this Agreement. It is agreed that the Subrecipient will provide a copy of the board minutes designating said authority, which is to be attached as a permanent part of this agreement.

## VIII. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

The Subrecipient agrees to comply with the Administrative Manual located at 519 West Washington Avenue in the City Offices and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### 2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### B. Documentation and Record-Keeping

#### 1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required determining the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

#### 2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year

period, whichever occurs later.

### 3. Client Data

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

### 4. Disclosure

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

### 5. Property Records

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

### 6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

### 7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

The Subrecipient shall submit a detailed report with all intake forms on a quarterly basis to the Grantee. The Final Report requires specific performance measures be included.

D. Procurement

1. Compliance

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

2. OMB Standards

The Subrecipient shall procure all materials, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and



shall subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property. Real property shall be acquired only by the Grantee.

3. Travel

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

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

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

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to

compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against those with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE

The Subrecipient will use its best efforts to afford minority - and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

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

5. EEO/AA STATEMENT

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

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

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

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

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

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

b. Notifications

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

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or

elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

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

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

6. Copyright

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

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 38 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

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

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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

City of Jonesboro

Subrecipient

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Title: \_\_\_\_\_  
Promotions Director

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

\_\_\_\_\_  
City Attorney

**ATTACHMENTS:**  
Community Development Performance Report  
CDBG Application for Assistance



Jonesboro Urban Renewal and Housing Authority  
Craighead County Housing Authority

PUBLIC HOUSING PROGRAM • SECTION 8 HOUSING PROGRAM • SECTION 8 / 202 PROGRAM  
330 UNION STREET • JONESBORO, ARKANSAS 72401 • (870) 935-9800 • FAX: (870) 935-6872

Executive Director: Sharon Poe

November 30, 2006

Ms. Gayle Vickers  
City of Jonesboro  
P. O. Box 1845  
Jonesboro, AR 72403

Dear Ms. Vickers:

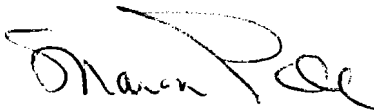
As Executive Director for the Jonesboro Urban Renewal & Housing Authority, I am certifying that the following items were submitted to the JURHA Board of Commissioners:

APPROVAL TO ADMINISTER NEACC FUNDS FOR SUBSISTENCE PAYMENTS on November 15, 2006 and approved by the Board on the same date.

APPROVAL TO RECEIVE GRANT FROM JONESBORO CDBG FUNDS TO OPERATE THE MORTGAGE READY HOMEOWNERSHIP COUNSELING PROGRAM by Special Meeting (telephone poll) on October 23, 2006 and approved on the same date.

I have enclosed copies of the pages in the board minutes that document these actions. According to our procedure, the minutes will not be signed by the chairman until our next Board meeting which will be held in 2007.

Sincerely,



Sharon Poe  
Executive Director

enclosure

Commissioners:

Deborah Agnew, Chairperson, JURHA, CCHA • Elizabeth Stafford, Vice-Chairperson, JURHA, CCHA • Dennis Zolper • Cherice Crawford • Dr. Ken Beadles



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 24 2002

JURHA HOUSING AND COMMUNITY  
DEVELOPMENT ORGANIZATION JURHA HCD  
330 UNION ST  
JONESBORO, AR 72401-0000

Employer Identification Number:  
73-1534381  
DLN:  
17053264758002  
Contact Person: BENJAMIN L DAVIS ID# 31465  
Contact Telephone Number:  
(877) 829-5500  
Our Letter Dated:  
July 1998  
Addendum Applies:  
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

polled for the authorization to sell at the bid prices received.

Dr. Beadles made a motion to allow the sale of the equipment for maintenance and the office. Mr. Zolper seconded the motion and it was approved by unanimous vote.

6. APPROVAL TO PURCHASE MOWER DECK

Ms. Poe asked for the boards' approval to purchase a mowing deck for the mower purchased from JEC in June. Ms. Poe stated that the only bid received thus far was from Jonesboro Tractor for \$2459.00. She stated that two other bids are pending before a decision would be made. She asked for their approval to purchase the mower deck at no more than \$2459.00 and allowing the proceeds from the sale of the equipment to be used for the purchase.

Dr. Beadles made a motion to allow the purchase of Mower deck up to \$2459.00 with the proceeds from sale of the used equipment to be applied to the purchase price of the mower. Mr. Zolper seconded the motion and it was approved by unanimous vote.

7. APPROVAL TO ADMINISTER NEACC FUNDS FOR SUBSISTENCE PAYMENTS

Ms. Poe asked for the boards' approval to administer funds from the North Arkansas Continuum of Care for subsistence payments. Ms Poe stated that \$3,024.00 from the CDBG funds administered by the City of Jonesboro has been set aside to assist families to prevent homelessness on a one time basis. The funds can be used to pay one-time or short-term (no more than 3 months) emergency grant payments on behalf of an individual or family to prevent the loss of utilities or payment of rent/mortgage to prevent eviction (no security deposits). Ms. Poe stated that The use of the funds is limited to within the city limits of Jonesboro. Ms. Poe stated that the guidelines require that an individual or family must provide a shut-off or pending shut-off of utilities and complete an application provided by the City of Jonesboro for approval. A one-time payment will be made directly to the vendor on behalf of the approved individual/family. The funds will be distributed on a first-come/first serve basis until funds are depleted.

Mr. Zolper made a motion to approve the administering of the funds from the NEACC grant as presented. Cherice Crawford seconded the motion and it was approved by a unanimous vote.

9. EXECUTIVE DIRECTORS PROGRESS REPORT:

Ms. Agnew asked if there were any questions regarding the progress report. There were no questions.

10. ADJOURNMENT:

There being no further business, upon the motion of Dr. Ken Beadles and duly seconded by Mr. Dennis Zolper the meeting was adjourned at 4:20 p.m.

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CHAIRPERSON

ATTEST:

SPECIAL MEETING  
October 23, 2006

A Special Meeting (telephone poll) of the Jonesboro Urban Renewal and Housing Authority Board of Directors was conducted by telephone poll on October 23, 2006. Those contacted by phone were as follows:

1. MEMBERS POLLED: Deborah Agnew, Elizabeth Stafford, Dr. Ken Beadles, Cherice Crawford and Dennis Zolper  
  
RESPONDED: Elizabeth Stafford, Dennis Zolper and Dr. Ken Beadles  
  
RECORDING VOTES: Janice Grissum
2. MINUTES OF PREVIOUS MEETING: NONE
3. COMMUNICATIONS AND BILLS: NONE
4. REPORT OF SECRETARY-TREASURER: NONE
5. REPORT OF COMMITTEES: NONE
6. UNFINISHED BUSINESS: NONE
7. NEW BUSINESS:

A. Ms. Poe asked for the boards' approval to write off Public Housing Collection losses as of September 30, 2006 in the amount of \$1309.00. Ms. Poe told the board that collection losses are written off twice a year in March and September. Ms. Poe explained that the collection losses will be turned over to the Credit Bureau for further collection efforts; the staff has exhausted all means of collection the bad debts. Ms. Poe stated that the amount was lower in September than March and she credited that to the Public Housing Staff for their collection efforts.

Deborah Agnew, Elizabeth Stafford, Dennis Zolper, Dr. Ken Beadles and Cherice Crawford granted approval of the collection write offs as of September 30, 2006.

RESOLUTION NO. 1770

RESOLUTION AUTHORIZING COLLECTION PROCEDURES BY  
COLLECTION AGENCY FOR PAST DUE ACCOUNTS AND  
TENANTS DAMAGE FOR LOW RENT PUBLIC HOUSING  
PROGRAMS, AR131001/003/005/006 AND JURHA 8  
JONESBORO, ARKANSAS

8. DISCUSSION ITEMS:

1. APPROVAL FOR CONTINUUM OF CARE GRANT

Ms. Poe asked for the boards' approval of the 2006 Continuum of Care Grant application with the City of Jonesboro for the Homeownership 'Mortgage Ready' program in the amount of \$5,000.00. She explained that JURHA received the grant last year and have already begun utilizing the funds for preparing residents for homeownership. This grant would be used for the continuation of the program. The goal of this grant is to enable low-moderate income persons in Craighead County to become homeowners by providing them with tools to qualify for a mortgage loan with a lender and to help them learn how to budget, repair any credit problems and maintain their debt once they have purchased a home. The fund from the previous year was used for the training of

changes.

Ms. Stafford made a motion to approve the amended administrative plan as presented. Ms. Crawford seconded the motion and it was approved by unanimous vote.

RESOLUITON NO. 1775

RESOLUTION APPROVING THE AMENDED CITY SECTION  
8 HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE  
PLAN FOR JONESBORO URBAN RENEWAL AND HOUSING  
AUTHORITY, JONESBORO, ARKANSAS

- F. Ms. Agnew introduced the next resolution and Ms. Poe Presented the resolution for approval. Ms. Poe asked for the boards' approval of the 2007 Annual Agency Plan for the Housing Authority. Ms. Poe told the board that each year the housing authority must update the annual plan with the goals measurement, SEMAP and PHAS scores and submit reports for the Capital Fund Programs for open grants. Ms. Poe gave each board member a copy for their review. She explained the CFP budgets and the progress report of CFP programs in progress. Ms. Poe told the board that the monies from the capital fund program are for the upkeep and maintenance of the public housing units. Ms. Poe explained that she had heard that there is a possibility that the CFP programs will be eliminated and that each year JURHA is making major improvements to the developments as well as purchasing major office equipment items.

After review of the plan, Dr. Beadles made a motion to approve the agency plan for the year 2007 as well as the CFP progress reports and budgets. Ms. Stafford seconded the motion and it was approved by unanimous vote.

RESOLUTION NO. 1776

RESOLUTION APPROVING JONESBORO URBAN  
RENEWAL AND HOUSING AUTHORITY ANNUAL  
AGENCY PLAN

8. DISCUSSION ITEMS:

1. APPROVAL OF APPLICATION FOR HOUSING COUSELING AGENCY

Ms. Poe asked for the boards' approval of application submission to HUD to allow JURHA to become a Homeownership Housing Counseling Agency. Ms. Poe stated that Ms. Sheila Reddig and she were certificated as trainers and that this application was the next step in the process of becoming an approved agency. Ms. Poe stated that once the agency has received approval, then JURHA can apply for a grant to administer the counseling service to clients. Ms. Poe stated that the service will provide Homebuyer education, pre-purchase counseling, Mortgage Delinquency, Loss Mitigation, post purchase counseling, renter assistance/Section 8 and public housing, money/debt management and Fair Housing assistance. Ms. Poe asked for the board's approval to transfer \$5,000.00 from the affordable housing account to start the program until funds could be secured through HUD for administration of the program. Ms. Poe stated that currently JURHA has 59 clients enrolled in the 'mortgage ready' program of homebuyer counseling.

Mr. Zolper granted approval of the application submission as well as the transfer of the \$5,000.00 from the affordable housing program as requested. Dr. Beadles seconded the motion and it was approved by unanimous vote.

personnel and purchasing additional computers for the client to be able to utilize in loan application preparation.

Ms. Stafford, Dr. Beadles, Deborah Agnew, Dennis Zolper and Cherice Crawford granted approval to apply for the Continuum of Care Grant with the City of Jonesboro.

3. PROGRESS REPORT: NONE

4. ADJOURNEMENT:

The telephone poll of board members was completed on <sup>Oct.</sup> ~~March~~  
30, 2006 before 2:00 p.m.  
23

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CHAIRPERSON

ATTEST:

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SECRETARY