



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-148-2019

File Number: RES-19:134

Enactment Number: R-EN-148-2019

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AGREEMENT WITH TREASURES KIDS DAYCARE AS A MICROENTERPRISE BUSINESS ASSISTANCE (MBA) PROGRAM SUBRECIPIENT OF THE 2019 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).

WHEREAS, the City of Jonesboro, Arkansas, has allocated \$50,000 through its 2019 CDBG Annual Action Plan for the MBA Program to fund qualified microenterprises for activities and projects indicated in agreements, reference RES-19:081; and,

WHEREAS, the City has allotted \$10,000 for Treasures Kids Daycare to carry out the stated objectives for the MBA program as prescribed in the scope of service within the said agreement; and,

WHEREAS, the City assists the microenterprises to undertake job creation and/or retention activities that benefit underserved area or low-and moderate-income (LMI) persons; and,

WHEREAS, the subrecipient assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Community Development Block Grant Program as described in this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS:

SECTION 1: The MBA Program agreement for Treasures Kids Daycare, attached hereto, is hereby approved by the City Council.

SECTION 2: The Mayor, Harold Perrin, and City Clerk, Donna Jackson, are hereby authorized to execute all documents necessary to effectuate the said agreements.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER, 2019.



City of Jonesboro
Community Development Block Grant Program (CDBG)
Microenterprise Business Assistance Program (MBA)
Agreement

THIS AGREEMENT, entered this 17th day of Oct, 2019 by and between the **City of Jonesboro**, Arkansas (herein after referred to as "Grantee") and **Treasures Kids Daycare** (hereinafter referred to as "Subrecipient").

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

WHEREAS, the Subrecipient is a Microenterprise, a commercial enterprise that has five (5) or fewer full-time employees, one (1) or more of which owns the enterprise at the time of application; and

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

WHEREAS, the Grantee assists the microenterprises to undertake economic opportunities, job creation and/or retention activities that benefit underserved area or low-and moderate-income (LMI) persons; and

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

I. NATIONAL OBJECTIVES

All activities funded with Community Development Block Grant (CDBG) funds must meet one of the CDBG program's National Objectives: (1) benefit low- and moderate-income (LMI) persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in *24 CFR § 570.208*. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective (1) benefit low- and moderate-income persons.

NATIONAL BENEFIT OBJECTIVES

The goal of City of Jonesboro is to assist microenterprises for economic development, aiming to fulfill the main national benefits objective of job creation or retention.

Job Creation: Subrecipient must document that at least 51% of the jobs will be held by, or will be available to, LMI persons. For further LMI determination, the employee can reside in LMI census tract where at least 70% of its residents are LMI.

Job Retention: Subrecipient must provide sufficient information documenting that the jobs would have been lost without the CDBG assistance and that one or both of the following applies to at least 51 percent of the jobs: (1) the job is held by a LMI person; (2) the job can reasonably be expected to turn over within the following two years and steps will be taken to ensure that the job will be filled by, or made available to, a LMI person.

Under the category of LMI Limited Clientele if economic activity includes Job Creation or Retention where jobs must be available to or held by at least 51% LMI person; in addition, if the owner of the business is LMI and provide income information and other documentation indicating income status. The LMI Area Benefit category may be fulfill if economic activities benefit an LMI area or business is located in a city designated LMI area where 51% of the neighborhood is LMI.

II. SCOPE OF ACTIVITY

A. Project Description

Treasures Kids Daycare is a microenterprise providing childcare services to low-income households within the city limits of Jonesboro. The childcare facility has received certification from the Arkansas Department of Human Services: Division of Child Care and Early Childhood Education for a church operated facility with a maximum capacity of nine (9).

The Subrecipient meets the job creation national benefit objective. FY2019 CDBG funds (\$10,000) will be utilized for monthly rental and utilities assistance. The Subrecipient will create at least one (1) full-time job for LMI individual.

B. Terms

The Subrecipient will create one (1) full-time job for a low-to moderate-income employee to assist with the childcare. Monthly Expenditure Reports must be submitted for rent and utilities reimbursement, including invoices and proof of payments. Additionally, Subrecipient must submit a job description for the job created and timesheets to fulfill full-time employment. Quarterly Progress Reports must be submitted by deadline.

C. Levels of Accomplishments: Objectives and Performances

In addition to the general administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of project services. The levels of accomplishment may include such measures as persons or households assisted and should also include time frames for performance.

| <u>Project Name</u> | <u>Activity</u> |
|------------------------|---|
| Daycare Overhead Costs | Job Creation: Rent & Utilities Assistance |

D. Key Personnel

| | |
|----------------------|-----------------|
| Director | Gwendolyn Jacob |
| Teacher / Assistance | |

Subrecipient must immediately notify the Grantee with any changes in the assigned Key Personnel or their general responsibilities under this project.

E. Budget

| <u>Budget Line Items</u> | <u>Approved Amounts</u> |
|----------------------------|-------------------------------|
| Operational Overhead Cost: | |
| Rent | \$7,800 (\$650 Monthly) |
| Utilities | \$2,200 (Appx. \$183 Monthly) |
| TOTAL | \$10,000 |

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 prescribed by the Grantee.

Modifications to approved budget line items are allowable, but must be directly related to changes in project services and activities and may not increase the budget total. Subrecipient must submit a written request identifying reason for the adjustment to the Grantee within 30 days. The Grantee has the authority to grant or deny requests for budget revisions. Granted funds may not be expended prior to budget amendment approval.

III. PAYMENT

The total amount to be paid by the Grantee under this Agreement shall not exceed \$10,000. Reimbursement payment for eligible expenses shall be made according to budget categories/line items specified in Paragraph II E herein.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in *2 CFR Part 200* and *24 CFR § 84.21*.

The Grantee retains fiscal responsibility of said funds prior to disbursement. The Subrecipient will submit for reimbursement of eligible costs incurred pertaining directly to budgeted line items listed in the approved budget. Reimbursements will be made to the Subrecipient by the Grantee upon submission of quarterly report and

eligible expenditures. Advance Payment method must be approved by the Grantee with justification arranged under specific circumstances.

IV. TIME OF PERFORMANCE

A. Program Year

Services of the Subrecipient shall start on the 1st day of July, 2019 and end on the 30th day of June, 2020. 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. No program income is expected with this project.

B. Reporting

Monthly Expenditure Reports are due every 15th of each month after grant awarded. Expenditure reports cover the expended budget line items approved. Each report must include proof of payment such receipts, invoices, cleared checks and/or bank statements. Funds being used for salary must include timesheets and payroll statement as proof of payment.

Quarterly Progress Reports are due every 15th of each quarter. Progress reports cover the advancement of the microenterprise resulting from granted funds. Reporting period: Q1 - July to September due on October 15, Q2 - October to December due on January 15, Q3 - January to March due on April 15, and Q4 - April to June due on July 15.

Subrecipient must submit Monthly Expenditure and Quarterly Progress reports no later than deadlines set. Failure to submit reports and adequate supportive documentation may result in suspension or cancelation of fund reimbursement.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, personal delivery, sent by facsimile, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All written communications under this Agreement shall be addressed to the authorized official of the organization indicated below, unless otherwise stated through written notification.

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

Grantee
City of Jonesboro
Grants & Community Development
300 S. Church St.
P.O. Box 1845
Jonesboro, AR 72403-1845
Tel. (870) 932-1052
Fax (870) 933-4626

Subrecipient
Treasures Kids Daycare
Gwendolyn Jacob, Director
5114 E. Nettleton Avenue
Jonesboro, AR 72401
Tel. (870) 623-5770

VI. COMPLIANCE

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. Substandard performance includes not meeting timely Progress and Expenditure reports deadlines and submitting required documentation. 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.

The Grantee reserves the right to inspect at any time during normal business hours any projects conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement. If for any reason, any term of this Agreement is breached by the Subrecipient, the Grantee may require full repayment of any amounts advanced under this Agreement pursuant to Section VIII (Remedies on Default).

VII. SPECIAL CONDITIONS

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)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in *24 CFR § 570.604* and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of *24 CFR Part 52*.

VIII. GENERAL CONDITIONS

A. General Compliance

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, its agents, and employees from suits and actions: including attorney’s fees, all cost of litigation, and judgment brought against the Grantee as a result of loss, damage or injury to persons or property arising out of or resulting from the Subrecipient’s direct use and operation of programs in connection with the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement only if as a result of the Subrecipient’s negligent or intentional acts.

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 Subrecipients shall comply with the bonding and insurance requirements of 24 CFR § 84.31 and § 84.48, Bonding and Insurance and 2 CFR § 200.304 Bonds, § 200.310 Insurance Coverage, and 200.447 Insurance and Indemnification.

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 publication and media presentations made possible with funds made available under this Agreement.

G. Amendments

The Grantee may, in its discretion, amend this Agreement to conform to Federal, State or Local laws and regulations, 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 and signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with *24 CFR § 85.43*, 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.

In accordance with *24 CFR § 85.44*, 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.

In accordance with *2 CFR § 200.213*, Non-federal entities are subject to the non-procurement debarment and suspension regulations that strict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in CDBG programs or activities. Subrecipient under this Agreement shall be registered with System for Award Management prior to funds procurement. Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or sub-award are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable as specified in *2 CFR § 200.342*.

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.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with *24 CFR § § 84.21-28* and *2 CFR § 200.419*, and agrees to adhere to the accounting principles and procedures required herein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its project in conformance with *2 CFR § 200 subpart E*, "Cost Principles". 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 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 to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- g. Financial records as required by *24 CFR Part 570.502, 24CFR 84.21-28,* and *2 CFR § § 200.333-200.337;* and
- h. 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.

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. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

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 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 60 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 specified in *2 CFR Part 200*.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly 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 is not allowed to 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 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 funds and program income balances available in Subrecipient accounts as applicable. 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 regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

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

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of *24 CFR Part 84.40-48* and *2 CFR Part 200*.

3. Travel/Training

The Subrecipient shall obtain written approval from the Grantee for any travel outside of city limits of Jonesboro with funds provided under this Agreement. Failure to do so will result in denial of expenditure.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of *24 CFR Part 84, § 570.502, 570.503, and § 570.504*, and *2 CFR Part 200*, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to *24 CFR § 570.208* until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

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

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at *49 CFR Part 24* and *24 CFR § 570.606(b)*; (b) the requirements of *24 CFR § 570.606(c)* governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in *24 CFR § 570.606(b)(2)* that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

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

3. 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.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. Section 109 of the Act requires that no person in the United States shall on the ground of race, color, religion, national origin or gender, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community development funds.

2. Women-and Minority-Owned Businesses (W/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 Record

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. Equal Employment Opportunity and Affirmative Action (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 X(A), Civil Rights, and (B), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the 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.

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 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 Part 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;

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).

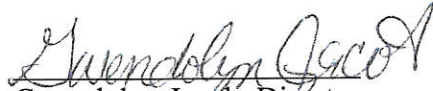
XII. SEVERABILITY

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 of Council Approval:

City of Jonesboro

Subrecipient


Gwendolyn Jacob, Director

Date: 09/05/19