

Contract #: 13-04-33

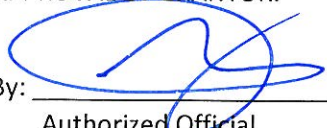
RHODE ISLAND COMMUNITY DEVELOPMENT BLOCK GRANT

PART 1: CONTRACT AGREEMENT SIGNATORY SHEET

This Contract Agreement is entered into as of September 24, 2014 by the City of Central Falls (herein referred to as "City") and Pawtucket/Central Falls Development Corporation (PCFDC) hereinafter referred to as the "Contractor". The Contractor agrees to the provisions of this Contract Agreement and the Rhode Island Community Development Block Grant Action Plan. The Contractor shall in a satisfactory manner, to be determined in the sole and exclusive discretion of the City, perform all obligations and duties as contained in this contract and Addenda. This Contract Agreement consists of this signatory sheet, general terms and conditions, scope of work (program activities and special conditions), program budget, certifications/assurances and the Guide form, Residential; Anti-displacement and Relocation Assistance Plan. This Contract is authorized by Title I of the Housing and Community Development Act of 1974, P.L. 93-383, as amended. The grant is subject to the regulations of the Department of Housing and Urban Development, 24 CFR Part 570, as published for effect and as may be amended from time to time.

Contractor: Pawtucket Central Falls Development Corp.
DUNS #: 949034029
Tax ID #: 22-3241611
Grant Amount: \$155,800
Grant Term: 1/1/14 – 6/30/15
Fiscal Year (Source of Payment): PY'2013 CDBG – CFDA# 14.228
Method of Payment: Reimbursement, Upon Request Approved by the City and OHCD
Funding: It is expressly understood that in no event will the total compensation and reimbursement exceed \$155,800 unless otherwise mutually agreed upon by amendment.

APPROVAL BY GRANTOR:

By: 

Authorized Official
City of Central Falls

James A. Diosa / Mayor
Name/Title

Date: 10-2-2014

By: Nancy T. Whit

Authorized Official
Contractor

Nancy T. Whit, Executive Director
Name/Title

Date: September 24, 2014

APPROVED TO FORM



Reviewed per F.S.A.



Leonard Morganis
Administration & Finance Officer

PART II: CONTRACT AGREEMENT GENERAL TERMS AND CONDITIONS

A. Legal Authority and Capacity

The Contractor certifies that it possesses the legal authority to accept grant funds under the Rhode Island Community Development Block Grant Program and to execute the program described in this Contract Agreement by signing Part I: Contract Agreement Signatory Sheet.

The Contractor certifies it has the local administrative capacity to manage the funded program in accordance with applicable federal and State rules and regulations. If the Contractor currently lacks this capacity, it will take necessary steps to assure it is obtained prior to obligating or expending funds awarded.

B. Waivers, Amendments, Modifications

No conditions or provisions of this Contract agreement can be waived unless approved by the City and OHCD in writing. The City and OHCD may, from time to time, permit changes in the scope of work or approved budget of the Contract to be performed hereunder. Such changes which are mutually agreed upon by and between the City and the Contractor and shall be made part of the Contract.

The State may, subsequent to completion of its annual review process, renew the Contractor's agreement. Such extension of this agreement would detail any renewed/new activities funded, as appropriate, and their relative source of funds.

C. Integration Clause

The City and the Contractor agree that this grant agreement is the full and complete agreement between the two parties and that there are no oral agreements or understandings between the parties other than those covered herein.

D. Assignability

The Contractor shall not assign any interest to this Contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written consent of the City. Notice of any such assignment or transfer shall be furnished promptly to the agency.

E. Community Development Block Grant Program

The Contractor agrees to comply with the requirements of Title I of the Housing and Community Development Act of 1974, P.L. 93-383, as amended. This grant is subject to the regulations of the Department of Housing and Urban Development, 24 CFR Part 570, as published for effect and as may be amended from time to time.

F. *Conflict of Interest*

No elected or appointed State or municipal official (officer or member) shall, while serving as such, have any financial interest, direct or indirect, or engage in any business employment transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his/her duties or employment in the public interest and of his/her responsibilities as prescribed in Title 36, Chapter IV, of the General Laws of Rhode Island. No member of or Delegate to the Congress of the United State of America shall be admitted to any share or part thereof or to any benefit to arise herefrom.

The Contractor shall fully comply with CDBG Conflict of Interest provisions outlined at 24 CFR Part 570.489(h) "Conflict of Interest" and 24 CFR Part 85.36(b)(3) "Code of Conduct".

- 24 CFR 570.489 - In general, no person (who is an employee, agent, consultant, official or elected/appointed official of the State, unit of general local government or of any designed public agencies or subrecipients which are receiving CDBG funds) who exercise or have exercised any function or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a financial interest or benefit from the activity, or have any interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or one year thereafter. Any requests for "exception" from this requirement, in accordance with the regulations, must be submitted in writing by the Contractor to the City prior to the obligation of funds. As indicated, this regulation applies to the Contractor as well as subrecipient entities funded.
- 24 CFR Part 85.36 - In general, the Contractor must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract support by Federal funds if a conflict of interest, real or apparent, would be involved.

G. *Interest Of Contractor*

The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in performance of this Contract no person having any such interest shall be employed.

H. *Discrimination Prohibited*

No person in the United States shall on the grounds of race, creed, color, national origin, sex or sexual orientation be excluded from participation in, be denied the proceed of, or be subject to discrimination in the performance of the Contract.

I. *Discrimination in Employment Prohibited*

The Contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 USDA 794); American with Disabilities Act of 1990 (42 USDA 12101 et seq.); Title IX of the Education Amendments of 1972 (20 USDA 1681 et deq.); The Food Stamp Act, and the Age Discrimination Act of 1975, the United State Dept. of Health and Human Services Regulations found in 45 CFR, Parts 80 and 84; The United States Dept. of Education Implementing Regulations (34 CFR, Parts 104 and 106); and the United States Dept. of Agriculture, Food and Nutrition Services (7 CFR 272.6).

The Contractor agrees to comply with all other provisions applicable to law, including but not limited to the Governor's Executive Order No. 96-14, which prohibits discrimination on the basis of sexual orientation, and RIGL 28-5-5 and 28-5-41.1, relating to gender identity or expression.

The Contractor will taken affirmative action and not discrimination against any employee in the performance of this contract, or against any applicant for employment in the performance of this grant. The Contractor will not discriminate on the basis of race, creed, color, national origin, (limited English proficiency persons), age, sex, sexual orientation, disability, religion, political beliefs, in acceptance for or provision of services, employment, or treatment in education or other programs or activities. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The provision also agrees to comply with the requirements of the Dept. of Human Services for safeguarding of client information.

Failure to comply with this item may be a basis for cancellation of this agreement.

I. *Access To Records*

The Contractor agrees to make accessible and to maintain all fiscal and activity records relating to this agreement to the City and duly authorized officials of the State and Federal government. The City and duly authorized officials of the State and Federal Government have the right to examine any pertinent documents, papers, records and books of the Contractor and of persons or organizations the Contractor may contract with, which involves transactions related to this Contract. This grant and all subgrants of such are covered by all State and federal rules/regulations regarding access to public information, including but not limited to the Freedom of Information Act and RIGL 38-2 "Access to Public Records".

K. *Records Retention*

The Contractor shall retain all documents, papers, records and books that are pertinent to this contract for a period of three years from the date the State closes out its FY'2011 grant with the U.S. Department of HUD, or until all audit findings have been resolved, whichever is later.

L. *Default*

If the City feels the Contractor has failed to comply with the terms of the Contract agreement, or failed to use the Contract for only those purposes set forth herein, the City may:

after notice to the Contractor immediately suspend the contract and withhold further payment or prohibit the Contractor from incurring additional obligations of contract funds, pending correct action by the City or a decision to terminate in accordance with the following:

- a) The City may terminate the grant in whole, or in part, at any time before the final grant payment is made. The City shall promptly notify the Contractor in writing of the determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Contractor from the United States or Rhode Island Treasury Department with the approval of the City or recoveries by the City shall be in accordance with the legal rights and liabilities of the parties.
- b) The Contractor and the City may terminate this Contract agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof and the cause for the termination. The other party must receive such notice at least ten (10) days before the effective date of termination. The City shall be liable only for work performed or services provided under this Contract Agreement prior to the effective date of termination.
- c) If there is any question as to local compliance with applicable federal/State rules or regulations, all/some activity under this grant may be suspended by City until the matter is resolved to the satisfaction of the City.

M *Termination of Agreement*

City may terminate this Contract, in whole or in part, if it determines such termination is a necessary to assure the protection of public funds. In order to take into account any changes in funding levels because of executive or legislative actions or because of any fiscal limitations not presently anticipated, the City may reduce or eliminate any line item(s). Notwithstanding the above, Contractor shall not be relieved of liability of the City for damages sustained by the City by virtue of any breach of the agreement by the Contractor, and the City may without payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined.

N. *Copyright*

No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

O. *Governing Law*

This Contract is deemed executed and delivered in the City of Central Falls, State of Rhode Island, and all questions arising out of or under this Contract shall be governed by the Laws of the State of Rhode Island.

P. *Severability Clause*

Each article of this agreement and each part of each section is hereby declared to be an independent section. If any article or section is held to be void, ineffective or unconstitutional for any cause, it shall not be deemed to affect any other article or section thereof, and all other parts shall continue in full force and effect.

Q. *Legal Liability*

The Contractor agrees to hold the State harmless from any legal liability associated with activities funded by the City, either through annual award, loan guarantee or program income. The Contractor will indemnify and hold the City of Central Falls and its officials harmless against any claims for injury or damage of any kind to persons or property occurring or arising during the period of this agreement.

R. *Reporting*

The Contractor will provide to the City, Community Development Regular Progress Reports (on provided forms) and on the schedule provided by the City, for each grant which contains unexpended/undrawndown funds. In addition, within 90 days of the final drawdown of funds or 30 days of the final expenditure of funds at the local level, whichever is earlier, under each grant, the Contractor must submit to the City a Close-out Certification and Report.

S. *Extensions*

If a project/activity cannot be completed within one year of this award, the Contractor must request an extension in writing within 30 days prior to the expiration. The letter should include an explanation of any delays experienced or anticipated, the current status of the project(s), and a schedule for completion. Requests for grants extensions must be signed by the Chief Executive Officer. Failure to submit this request may result in the withholding of payments relative to awards made herein.

T. *Competitive Bids*

The Contractor agrees competitive bidding will be utilized for all purchases made under this agreement in excess of five hundred (\$500) or an aggregate of one thousand (\$1,000) for any like items during the time of performance of this agreement. Evidence of competitive bids must be retained in accordance with Section I., Retention of Records.

U. *Audits*

The Contractor shall perform an annual audit in accordance with OMB Circular A-133 and with "Government Auditing Standards" as published by the Comptroller General of the United States. If the Contractor falls below the OMB Circular A-133 threshold in federal expenditures, it should notify the City in writing of the total amount of federal expenditures for the audit period.

V. *Drug Free Workplace*

The Contractor agrees to comply with the requirements of the Governor's Executive Order No. 89-14 and the Federal Anti-Drug Abuse Act of 1988.

Furthermore, the Contractor agrees to submit to the State any report on forms which may from time-to-time be required to determine the Contractor's compliance with this policy.

The Contractor acknowledges that a violation of the drug-free workplace policy may, at the State's option, result in termination of this agreement.

W. *Pro-Children Act of 1994 (Act)*

As a condition of contracting, the Contractor hereby agrees to abide by the State's Tobacco Smoke programs as set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local government, by federal grant, contract, loan or loan guarantee.

X. *Monitoring*

The Contractor agrees to conduct in-office and on-site monitoring of subrecipients as necessary to assure compliance with federal and State rules and regulations, contract terms and conditions and State policies in implementation of funded CDBG activities. Documentation of such reviews and compliance must be maintained in local CDBG files for review by State/federal officials.

Y. *Historic Preservation*

Section 106 of the National Historic Preservation Act (36 CFR 800) directs municipalities to consult with the Rhode Island Historical Preservation and Heritage Commission on any programs to be funded by a HUD Community Development Block Grant during the program planning stage so that any potential effects to significant historical resources can be properly addressed. To comply with Section 106, the information on specific properties where development activities are proposed, so that they can determine whether significant historic resources might be affected. The Section 106 regulations require that this review be completed and documented before any CDBG funds are expended.

Appendix B

RHODE ISLAND SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CERTIFICATIONS/ASSURANCES

Contractor hereby certifies and assures that:

1. It possesses the legal authority to make application for a grant under this program and to execute the program as approved. It also possesses the necessary administrative capacity to carry out the funded activities.
2. It consents to assume the status of a responsible official under the National Environmental Policy Act of 1969 and under other provisions of law which further the purpose of said Act.
3. It will comply with the regulations, policies, guidelines and requirements of OMB Circular A-102, revised and OMB Circular A-87.
4. It will administer and enforce the labor standards requirements set forth in the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act and the Copeland "Anti-Kickback Act"
5. It will comply with the residential anti-displacement and relocation assistance plan adopted by the State.
6. Its programs will be conducted and administered in conformity with Public Law 88-352 (Title VI Civil Rights Act of 1964, 42 USC 2000d et. seq. and implementing regulations at 24 CFR Part 1) and Public Law 90-284 (Fair Housing Act (42 USC 3601-3620), and that it will affirmatively further fair housing.
7. It has provided for opportunities for citizen's participation, hearings, and access to information with respect to its community development program in accordance with the requirements of the Application Handbook and will comply with the citizens' participation plan of the State of Rhode Island and it will comply with applicable provision of Section 102 of the Reform Act of 1989.
8. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with Community Development funds by assessing any amounts against properties owned and occupied by persons of low and moderate income, including any fee charged for assessment made as a condition of obtaining access to such public improvements, unless (i) CDBG funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the grantee certifies that it lacks sufficient funds to comply with the requirements of clause (i)

9. It will comply with:
 - A. Section 109 of the Housing and Community Development Act of 1974, as amended.
 - B. Executive Order #11063 as amended by Executive Order #12259 and #12892.
 - C. Executive Order #11246 as amended by Executive Order #11375, #1148 and #12086.
10. It will comply with the provision of the Hatch Act.
11. It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135.
12. It will comply with the Uniform Relocation Assistance Real Property Acquisition Policy Act of 1970, as amended, and implementing regulations at 49 CFR 24. It will also comply with all State and federal laws, rules and regulations relate to the exercise of the power of eminent domain.
13. It will give the Department of Housing and Urban Development, the State of Rhode Island and the Comptroller General access to and the right to examine all records, papers, documents and other materials related to the grant.
14. It will comply with the flood insurance purchase requirements of Section 202 (a) of the Flood Disaster Protection Act of 1973 and implementing regulations at 44 CFR Parts 59-79.
15. The activities proposed under this program are consistent with national program objectives to give maximum feasible priority to activities which benefit low and moderate income families and individuals, aid in the prevention of slums and blight or address other community development needs having a particular urgency because existing conditions pose a serious threat to health or welfare and no other financial resources are available to meet such needs.
16. The activities proposed under this program are consistent with State program objectives, as identified in the State's CDBG Action Plan.
17. It will comply with subsection 104(d) of the HCD Act and adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and will enforce state and local laws against physically barring entrance to or from a facility or location which is the subject of such non-violent civil rights demonstrations.
18. It will comply with all applicable laws, requirements and criteria prescribed by Office of Housing and Community Development in the administration of this program.

19. Its notification inspection, testing and abatement procedures concerning lead-based paint will comply with the requirements of 24 CFR Part 35 et al (Federal Requirements for Notification, Evaluation and Reduction of Lead Based Paint Hazards in Property and Housing Receiving Federal Assistance) and R23-24.6-PB (State Rules and Regulations for Lead Poisoning Prevention).
20. It will comply with State and federal audit requirements (ie. OMB Circular(s) A-133 (A-128 revised)).
21. It shall comply with Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act and HUD's implementing regulations (24 CFR Parts 8 and 100, respectively), which prohibit discrimination based on disability and establish requirements for program accessibility and physical accessibility in connection with housing programs. The Contractor must maintain records on the disability status of program participants and beneficiaries and inform persons with impairments of the programs being carried out.
22. It hereby certifies that it is not a party which has been excluded from participation in federal procurement/non-procurement programs.
23. The Contractor hereby certifies that it is not a "Party Excluded from Federal Procurement and NonProcurement Programs". The Contractor will maintain documentation in local files that all contractors/subcontractors used in implementation of the funded program have been verified they are not a "Party Excluded from Federal Procurement and NonProcurement Programs".

Date: 9/24/14

Signed: Nancy T. Whit

Title: Executive Director

Appendix C
STATE OF RHODE ISLAND, COMMUNITY DEVELOPMENT PROGRAM
COMMUNITY DEVELOPMENT PROGRAM

*Guide form Residential Anti-displacement and Relocation Assistance
Plan under Section 104(d) of the Housing and Community
Development Act of 1974, as Amended*

PCFDC will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606 (b)(1) - 24 CFR Part 42.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to the conversion. Before obligating or expending funds that will directly result in such demolition or conversion, REACH Inc. will make public and submit to the State the following information in writing:

1. A description of the proposed assistance activity;
2. The general location of a map and approximate number of dwelling units by size (number of bedrooms) that will demolished or converted to a use other than as low/moderate income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling for at least 10 years from the date of initial occupancy.

PCFDC will provide relocation assistance, as described in 570.606 (b)(2) - 24 CFR Part 42 to each low/moderate income household displaced by the demolition of housing or by the conversion of a low/moderate income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, REACH Inc. will take the following steps to minimize the displacement of persons from their homes:

1. Rent for units assisted with CDBG funds shall not exceed HUD Published Fair Market Rents for a period of three years.
2. Other steps (to be completed by grantee)

9/24/14
Date

Mary T. Whit
Contractor

MANAGEMENT PLAN

Scope of Services

These funds are to be used to create 2 units of affordable housing at 33 Mowry Street and 95 Washington Street.

Reporting

Pawtucket Central Falls Development Corporation will be responsible for submitting detailed report quarterly on this project. This report will include beneficiaries, Section 3 reporting (see below), and any other pertinent information required by the grant. (Reporting forms are attached.)

Request to be reimbursed

The proper forms must be completed along with copies of invoices and canceled checks for the request to be processed. No payment requests will be processed if the reports stated above are not up to date. (Forms attached.)

All section 3 covered contracts shall include the following clause (referred to as the "section 3 clause"):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very-low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to the contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2)

with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).