

STAFF REPORT**CITY OF OCEANSIDE**

DATE: August 20, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department

SUBJECT: **APPROVAL OF AMENDMENTS TO TWO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENTS WITH IVEY RANCH PARK ASSOCIATION EXTENDING THE CONTRACT PERIODS FROM JUNE 30, 2008, TO JUNE 30, 2009; AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE TWO AMENDMENTS**

SYNOPSIS

Staff recommends that the City Council approve amendments to two Community Development Block Grant (CDBG) agreements with Ivey Ranch Park Association: Amendment 1 to the agreement for building renovation and improvements, and Amendment 2 to the agreement for preparation of environmental review documents for a child development center, extending the contract periods from June 30, 2008, to June 30, 2009; and authorize for the City Manager to execute the two amendments

BACKGROUND

On March 28, 2007, the City Council approved an allocation of \$68,321 of FY 2007-08 Community Development Block Grant capital funds to Ivey Ranch Park Association (document 07-D0143-1) for renovation and improvements to buildings used by the Association. Ivey Ranch Park Association leases land and buildings at Ivey Ranch Park from the City and is responsible for ordinary maintenance and repairs. This project includes replacement of the ranch house outside back stairs, which had deteriorated due to age and posed a safety issue, renovation of a bathroom used for after school and summer camp programs, and replacement of a portion of the perimeter fence along Mission Avenue to increase security. These projects were considered more than ordinary maintenance and were important to maintain City-owned property. The allocation of federal funds requires payment of Davis Bacon prevailing wages for all construction work on the site. As of June 30, 2008, the association has spent approximately \$27,162 toward replacement of the fence and renovation of the bathroom area. Work on the ranch house was scheduled to begin in July 2008.

On June 20, 2007, the City Council approved an allocation of \$20,357 of FY 2007-08 Community Development Block Grant capital funds to Ivey Ranch Park Association (Document 07-D0359-1) toward the cost of state and federal environmental review

documents for a new child development center on land leased by the Association from the City. This allocation of funds would cover the cost of environmental studies and documents that had already been completed. On August 1, 2007, the City Council approved Amendment 1 to this agreement (Document 07-0436-1) to allocate an additional \$47,600 to Ivey Ranch Park Association toward the costs of all remaining environmental studies and documents, with the understanding that the City will receive complete copies of all such studies and documents. As of June 30, 2008, the Association has spent approximately \$20,522 for preparation of environmental review documents and has provided copies of these documents.

ANALYSIS

The contracts with Ivey Ranch Park Association for improvements and renovation of facilities at Ivey Ranch Park and for environmental studies for a new child development center were written with the standard CDBG scope of work time period of one year, from July 1, 2007 to June 30, 2008. The Association has encountered difficulties in completing both projects but has assured staff that work under both contracts can be completed before June 30, 2009. The time period for both contracts must be amended to change the contract terminal date from June 30, 2008, to June 30, 2009, so that the Association can continue to draw on the allocated CDBG funds from the City.

FISCAL IMPACT

The amendments do not appropriate any additional Community Development Block Grant funds to Ivey Ranch Park Association and there is no impact on the General Fund. Any funds not expended by the end of the contract periods will revert to the CDBG contingency fund.

COMMISSION OR COMMITTEE REPORT

The FY 2007-08 CDBG ad hoc Application Review Committee completed its work and submitted recommendations to the City Council in March 2007. The ad hoc Committee does not review mid-year allocations of CDBG funds or amendments to contracts. Since a time extension does not constitute a substantial change to the FY 2008-09 CDBG Action Plan, approval by the City Council at a public hearing is not required under HUD regulations or by the City's CDBG citizen participation plan.

INSURANCE REQUIREMENTS

Ivey Ranch Park Association carries workers compensation, general liability and other insurance that meets City requirements.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve amendments to two Community Development Block Grant agreements with Ivey Ranch Park Association: Amendment 1 to the agreement for building renovation and improvements, and Amendment 2 to the agreement for preparation of environmental review documents for a child development center, extending the contract periods from June 30, 2008, to June 30, 2009; and authorize for the City Manager to execute the two amendments

PREPARED BY:



John A. Lundblad
Management Analyst

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager



Margery M. Pierce, Director, Neighborhood Services



Teri Ferro, Director, Financial Services



ATTACHMENTS

Attachment 1: Amendment 1 to Agreement 07-D0143-1

Attachment 2: Amendment 2 to Agreement 07-D0359A-1

CITY OF OCEANSIDE
AMENDMENT 1 TO
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

PROJECT: IVEY RANCH PARK ASSOCIATION FACILITY IMPROVEMENTS

THIS AMENDMENT NO. 1 TO FY 2007-08 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT (hereinafter "Amendment"), dated July 30, 2008, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and IVEY RANCH PARK ASSOCIATION, a nonprofit public benefit corporation, hereinafter designated as "SUBRECIPIENT."

RECITALS

WHEREAS, CITY and SUBRECIPIENT are the parties to that certain Community Development Block Grant Program Agreement dated November 13, 2007, (Document Number 07-D0143-1), hereinafter referred to as the "Agreement", wherein SUBRECIPIENT agreed to complete certain capital improvement projects on facilities leased to SUBRECIPIENT BY CITY as set forth therein;

WHEREAS, SUBRECIPIENT has encountered difficulties that have limited progress on said capital improvements;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the contract period detailed in the Scope of Work.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. The contract period for completion of capital improvement projects is extended to June 30, 2009.
2. SUBRECIPIENT shall provide monthly reports on progress toward completion of projects.
3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AMENDMENT, THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND IS HEREBY RATIFIED AND REAFFIRMED.

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[IRPA Facility Improvements]

SIGNATURES

The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the SUBRECIPIENT and the CITY.

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures.

IVEY RANCH PARK ASSOCIATION

EIN: 95-3775156

By: J Danelly
Signature

By: _____
Signature

TONYA DANIELLY / EXECUTIVE DIRECTOR
Printed Name / Title

Printed Name / Title

7/31/08
Date of signing

Date of signing

NOTARY ACKNOWLEDGMENTS OF SUBRECIPIENT MUST BE ATTACHED.

By: _____
Peter A. Weiss, City Manager

Date of signing

APPROVED AS TO FORM

By: Paul Hamilton, ASST.
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On July 31st 2008 before me, Veronica Reyes, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Tonya Danielly
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Veronica Reyes
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment 1 to Community Development Block Grant Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Tonya Danielly

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

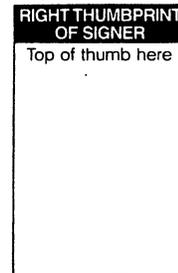
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CITY OF OCEANSIDE
AMENDMENT 2 TO
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

PROJECT: IVEY RANCH PARK ASSOCIATION ENVIRONMENTAL PLANNING

THIS AMENDMENT NO. 2 TO FY 2007-08 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT (hereinafter "Amendment"), dated July 30, 2008, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and IVEY RANCH PARK ASSOCIATION, a nonprofit public benefit corporation, hereinafter designated as "SUBRECIPIENT."

RECITALS

WHEREAS, CITY and SUBRECIPIENT are the parties to that certain Community Development Block Grant Program Agreement dated June 20, 2007, (Document Number 07-D0359A-1), hereinafter referred to as the "Agreement", wherein SUBRECIPIENT agreed to complete preparation of environmental review studies and documents for development of a child development center on a site leased to SUBRECIPIENT by CITY as set forth therein;

WHEREAS, the parties agreed to Amendment 1 to this Agreement dated August 1, 2007, (Document Number 07-D0436-1) allocating additional funds for completion of environmental studies;

WHEREAS, SUBRECIPIENT has encountered difficulties that have limited progress on said environmental studies;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the contract period detailed in the Scope of Work.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. The contract period for completion of capital improvement projects is extended to June 30, 2009.
2. SUBRECIPIENT shall provide monthly reports on progress toward completion of projects

[IRPA Environmental Review]

3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AMENDMENT, THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND IS HEREBY RATIFIED AND REAFFIRMED.

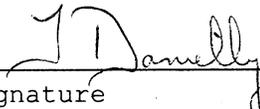
SIGNATURES

The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the SUBRECIPIENT and the CITY.

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures.

IVEY RANCH PARK ASSOCIATION

EIN: 95-3775156

By: 
Signature

By: _____
Signature

TODYA DANIELLI / EXECUTIVE DIRECTOR
Printed Name / Title

Printed Name / Title

7/31/08
Date of signing

Date of signing

NOTARY ACKNOWLEDGMENTS OF SUBRECIPIENT MUST BE ATTACHED.

By: _____
Peter A. Weiss, City Manager

Date of signing

APPROVED AS TO FORM

By: , ASST.
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On July 31st 2008 before me, Veronica Reyes, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Tonya Danielly
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Veronica Reyes*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment 2 to Community Development Block Grant Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Tonya Danielly

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

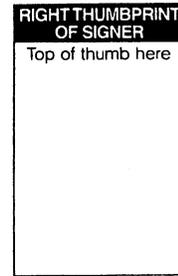
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CITY OF OCEANSIDE
AMENDMENT 1 TO
FY 2006-07 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

PROJECT: PREPARATION OF ENVIRONMENTAL REVIEW DOCUMENTS

THIS AMENDMENT TO FY 2006-07 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT (hereinafter "Amendment") is made and entered into this 1st day of August, 2007, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and IVEY RANCH PARK ASSOCIATION hereinafter designated as "SUBRECIPIENT."

RECITALS

WHEREAS, CITY and SUBRECIPIENT are the parties to that certain Community Development Block Grant Program Agreement dated June 20, 2007 (Document Number 07-D0359A-1), hereinafter referred to as the "Agreement", wherein SUBRECIPIENT agreed to complete certain activities related to a new child development center, as set forth therein;

WHEREAS, SUBRECIPIENT has identified additional costs for completion of California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) review of a proposed child development center at Ivey Ranch Park;

WHEREAS, SUBRECIPIENT has declared that SUBRECIPIENT does not have adequate funds to complete such environmental review; and

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the Budget and Scope of Work of the Agreement in order to complete all required environmental review and preparation of related CEQA and NEPA documents.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. CITY shall provide an additional \$47,600 to SUBRECIPIENT for completion of all environmental review of the proposed child development center and preparation of related documents.
2. SUBRECIPIENT shall provide copies of all documents and reports to CITY that are prepared with funding provided by CITY.

Amendment 1 to Agreement with Ivey Ranch Park Association

3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AMENDMENT, THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND IS HEREBY RATIFIED AND REAFFIRMED.

SIGNATURES

The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the SUBRECIPIENT and the CITY.

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures this 1st day of August, 2007.

IVEY RANCH PARK ASSOCIATION

CITY OF OCEANSIDE

By: J. Danilly EXECUTIVE DIRECTOR
Name/Title

By: Peter A. Weiss
Peter A. Weiss, Interim City Manager

By: _____
Name/Title
95-3775156
Employer ID No.

APPROVED AS TO FORM:
[Signature] ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF SUBRECIPIENT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 7-24-07 before me, M. Reyes, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared T. Danielly
Name(s) of Signer(s)

personally known to me

(or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

M. Reyes
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Title or Type of Document: _____

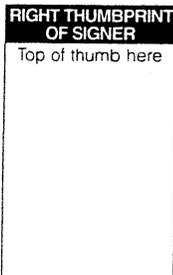
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

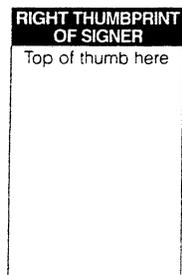
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

AGREEMENT
AN AGREEMENT BETWEEN THE CITY OF OCEANSIDE AND
Ivey Ranch Park Association
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FOR CAPITAL IMPROVEMENT AND/OR REHABILITATION PROJECTS

This Agreement, made and entered into by and between the City of Oceanside, a municipal corporation of the State of California, hereinafter "CITY", and Ivey Ranch Park Association, hereinafter "SUBRECIPIENT".

WITNESSETH:

RECITALS:

1. CITY is recipient of funds from the United States Department of Housing and Urban Development (hereinafter "HUD") pursuant to Title I of the Housing and Community Development Act of 1974 (41 USC 5301-5320) as amended (hereinafter "ACT").
2. CITY has approved the provision of federal funds under the ACT to be used by the SUBRECIPIENT as provided in its "Scope of Work", attached hereto as Exhibit "A" and incorporated herein by reference.
3. SUBRECIPIENT warrants that it has the expertise and experience to perform the work set forth in the Scope of Work.
4. SUBRECIPIENT represents that it shall perform the work as set forth in the Scope of Work pursuant to the "Budget", attached hereto to as Exhibit "B" and incorporated herein by reference.
5. CITY shall provide Community Development Block Grant ("CDBG") funds to the SUBRECIPIENT in the amount set forth in the Budget, and pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and based on the mutual covenants below, the parties hereby agree as follows:

A. SUBRECIPIENT OBLIGATIONS

1. Use of Funds SUBRECIPIENT agrees to use all federal funds provided by CITY to SUBRECIPIENT pursuant to the provisions of this Agreement, the Scope of Work, and Budget for said program. SUBRECIPIENT'S failure to perform as required may, in addition to other remedies set forth in this Agreement, result in readjustment of the amount of funds CITY is otherwise obligated to pay to SUBRECIPIENT under Section B hereof.

SUBRECIPIENT agrees to use said funds to pay for necessary and reasonable costs to operate said program. Said amount shall include wages, administrative costs, employee benefits comparable to other similarly situated employees, and other allowable program costs as detailed in the Budget.

SUBRECIPIENT shall not use any funds received pursuant to this Agreement for the purpose of 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 cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement as set forth in the Certification Regarding Lobbying, attached hereto as Exhibit "C".

2. Scope of Work SUBRECIPIENT represents that the Scope of Work as set forth in Exhibit A includes an accurate schedule for performance and completion of the work. These items shall be in sufficient detail to provide a sound basis for the City to effectively monitor performance under the Agreement.

3. Budget SUBRECIPIENT represents that the Budget as set forth in Exhibit B includes only allowable costs and an accurate analysis of costs applicable to CDBG funds pursuant to 24 CFR Part 502, which includes requirements for compliance with the following in addition to other requirements:

a. If SUBRECIPIENT is a governmental entity, Office of Management and Budget ("OMB") Circulars No. A-87, A-128 (24 CFR Part 44), and with certain sections of 24 CFR Part 85; or

b. If SUBRECIPIENT is not a governmental entity, OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, certain Attachments to OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations", and with certain sections of 24 CFR Part 84.

These items shall be in sufficient detail to provide a sound basis for the City to effectively monitor performance under the Agreement.

4. Records and Reports SUBRECIPIENT shall maintain the following records and reports to assist CITY in maintaining its recordkeeping requirements:

a. Records:

(1) Documentation of the income level of persons and/or households participating in or benefiting by the SUBRECIPIENT'S program

(2) Documentation of the number of persons or households participating in or benefiting by the SUBRECIPIENT'S program

- (3) Documentation of all CDBG funds received from CITY
- (4) Documentation of expenses as identified in the Budget
- (5) Any such other related records as CITY shall require.

b. Reports:

- (1) Performance Measurement reports due January 15 and April 15
- (2) Annual Performance Measurement report due July 30
- (3) A final Performance Measurement report within thirty days after project completion
- (3) Any other reports as CITY shall reasonably require.

5. Program Income SUBRECIPIENT shall manage program income in accordance with the principles described in 24 CFR 507.504 (c). The CITY may require remittance of all or part of any program income balances held by the SUBRECIPIENT when this Agreement expires or received after this Agreement's expiration.

6. Uniform Administrative Requirements The SUBRECIPIENT shall comply with applicable uniform administrative requirements as described in 24 CFR 570.502 (b).

7. Separation of Accounts All funds received by SUBRECIPIENT from CITY pursuant to this Agreement shall be maintained separate and apart from any other funds of SUBRECIPIENT or of any principal or member of SUBRECIPIENT.

8. Retention of Records All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at SUBRECIPIENT'S office or place of business for the duration of the agreement and thereafter for five (5) years after completion of an audit. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which CITY or any other governmental agency takes exception, shall be retained beyond the five (5) years until resolution or disposition of such appeals, litigation claims, or exceptions.

9. Compliance with Applicable Laws 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 Grant). SUBRECIPIENT also agrees to comply with all other applicable federal, State and local laws, regulations, and policies governing the funds provided under this contract. The

SUBRECIPIENT shall secure any new permits required by authorities herein with jurisdiction over the project, and shall maintain all presently required permits. The SUBRECIPIENT shall ensure that the requirements of the National Environmental Protection Act are met for any permits or other entitlements required to carry out the terms of this Agreement.

10. Nondiscrimination Policy

a. Provision of Program Services

(1) SUBRECIPIENT shall not on the ground of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination under any program or activity funded in whole or in part with CDBG funds.

(2) SUBRECIPIENT shall not under any program or activity funded in whole or in part with CDBG funds, on the ground of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance:

(a) Deny any facilities, services, financial aid or other benefits;

(b) Provide any facilities, services, financial aid or other benefits that are different or are provided in a different form from that provided to others;

(c) Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit;

(d) Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits;

(e) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition, which the individual must meet in order to be provided any facilities, services or other benefit;

(f) Deny an opportunity to participate in a program or activity as an employee.

(3) SUBRECIPIENT, in determining the site or location of housing or facilities provided in whole or in part with CDBG funds, may not make selections of such site or location which have the effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the ground of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, marital/familial status, or status with regard to public assistance, or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Civil Rights Act of 1964 and amendments thereto.

(4) Notwithstanding anything to the contrary in Sections A.10.a. (1)-(3), nothing contained herein shall be construed to prohibit any SUBRECIPIENT from maintaining or constructing separate living facilities or rest room facilities for the different sexes. Furthermore, selectivity on the basis of sex is not prohibited when institutional or custodial services can properly be performed only by a member of the same sex as the recipients of the services.

b. Employment Discrimination

(1) SUBRECIPIENT shall 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. SUBRECIPIENT shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(2) SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applications will receive consideration for employment without regard to race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance.

(3) If SUBRECIPIENT is a religious corporation, association, educational institution, or society, Section 202 of Executive Order 11246 of September 24, 1965, as amended, shall not apply with respect to the employment of particular individuals of a particular religion to perform work connected with the carrying on by such corporation, association, education institution, or society of its activities. SUBRECIPIENT is not exempted or excused from complying with the other requirements contained in Executive Order 11246 of September 24, 1965, as amended.

(4) SUBRECIPIENT shall 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 CITY's contracting officers advising the labor union or workers' representative of SUBRECIPIENT'S commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(5) SUBRECIPIENT shall comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) SUBRECIPIENT shall furnish to the CITY all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the related rules, regulations, and orders.

(7) In the event of SUBRECIPIENT'S failure to comply with any rules, regulations, or orders required to be complied with pursuant to this Agreement, CITY may cancel, terminate, or suspend in whole or in part its performance and SUBRECIPIENT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) SUBRECIPIENT shall include the provisions of Section A.10.b., "Employment Discrimination", paragraphs (1) through (6) in every sub-contract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be

binding upon each sub-contractor or vendor. SUBRECIPIENT shall take such action with respect to any sub-contract or purchase order as the CITY may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event SUBRECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the CITY, SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

(9) SUBRECIPIENT shall not discriminate on the basis of age in violation of any provision of the Age Discrimination Act of 1975 (42 USC 6101 et seq.) or with respect to any otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and the Americans with Disabilities Act of 1990. SUBRECIPIENT shall also provide ready access to and use of all CDBG fund assisted buildings to physically handicapped persons in compliance with the standards established in the Architectural Barriers Act of 1968 (42 USC 4151 et seq.).

c. Remedies In the event of SUBRECIPIENT'S failure to comply with any rules, regulations, or orders required to be complied with pursuant to this Agreement, the CITY may cancel, terminate, or suspend in whole or in part its performance and SUBRECIPIENT may be declared ineligible for further government contracts and any such other sanctions as may be imposed and remedies invoked as provided by law.

11. Ineligibility of SUBRECIPIENTS or Contractors SUBRECIPIENT shall not use CDBG funds directly or indirectly in its operations or to employ, award contracts to, or otherwise engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status of the SUBRECIPIENT or such contractor under the provisions of 24 CFR Part 24.

12. Conflict of Interest In the procurement of supplies, equipment, construction, and services by SUBRECIPIENT, the conflict of interest provisions in 24 CFR 570.611 shall apply.

13. Condition for Religious Organizations In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of public services with CDBG pursuant to title I of the Housing and Community Development Act of 1974, as amended the SUBRECIPIENT:

a. Represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a

religious or denominational institution or organization;

b. Agrees that, in connection with such public services:

(1) It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

(2) It will provide no religious instruction or counseling, conduct no religious worship, and will exert no other religious influence in the provision of such public services (For purposes of this subsection A.13., such activities shall be referred to as "Ineligible Activities."); and

(3) To the extent that the funds received under this Agreement are used to construct, rehabilitate or restore any facility that is owned by the SUBRECIPIENT and in which public services are to be provided, SUBRECIPIENT will establish a policy for determining cost allocation between the program services to be provided under this Agreement and Ineligible Activities that occur in the facility. SUBRECIPIENT'S policy may allocate the funds according to time or space, as appropriate, such that the proportion of funds received under this Agreement shall be no greater than the proportion of time or space for which the facility is used to provide the public services under this Agreement.

14. Suspension and Termination In accordance with 24 CFR 85.43, suspension or termination may occur if SUBRECIPIENT materially fails to comply with any term of this Agreement and/or the award, and the Agreement and/or the award may be terminated for convenience in accordance with 24 CFR 85.44.

15. Reversion of Assets Upon the termination or expiration of the term of this Agreement, the SUBRECIPIENT shall transfer to the CITY any CDBG funds on hand at the time of such termination or expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the SUBRECIPIENT'S control that was acquired or improved in whole or in part with CDBG funds in excess of twenty-five thousand dollars (\$25,000.00) shall either be:

a. Used to meet one of the national objectives stated in 24 CFR 570.901 until five (5) years after termination or expiration of this Agreement, or for such longer period of time as determined to be appropriate by the CITY; or

b. Disposed of in a manner that results in the CITY'S being reimbursed in the amount of 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. Reimbursement to the CITY shall not be required after the period of time specified in Section A.15.a. of this Agreement.

16. Licensing SUBRECIPIENT agrees to obtain and maintain all licenses, registrations, accreditations, and inspections from all agencies governing its operations. SUBRECIPIENT shall insure that its staff shall also obtain and maintain all required licenses, registrations, accreditations and inspections from all agencies governing SUBRECIPIENT'S operations hereunder.

17. Inspection of Records SUBRECIPIENT acknowledges that the programs and services provided pursuant to this Agreement shall be subject to an annual audit in accordance with the standards set forth in OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations", as applicable, and related CDBG and/or other provisions. CITY and the United States Government and/or their representatives shall have access for purposes of monitoring, auditing, and examining SUBRECIPIENT'S activities and performance, to books, documents and papers, and the right to examine records of SUBRECIPIENT'S sub-contractors, bookkeepers and accountants, employees and participants in regard to said program. CITY and the United States Government and/or their representative shall also schedule on-site monitoring at their discretion. Monitoring activities may also include, but are not limited to, questioning employees and participants in said program and entering any premises or any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. Nothing herein shall be construed to require access to any privileged or confidential information as set forth in federal or State law. In the event SUBRECIPIENT does not make the above-referenced documents available within the City of Oceanside, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.

18. Independent Contractor SUBRECIPIENT'S relationship to the CITY shall be that of an independent contractor. SUBRECIPIENT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Manager. SUBRECIPIENT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. SUBRECIPIENT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

19. Workers' Compensation Pursuant to Labor Code section 1861, the SUBRECIPIENT hereby certifies that the SUBRECIPIENT is aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with

the provisions of that Code, and the SUBRECIPIENT will comply with such provisions and provide certification of such compliance as a part of the Agreement.

20. Liability Insurance

a. SUBRECIPIENT shall, throughout the duration of this Agreement maintain comprehensive general liability insurance, and property damage insurance, or commercial general liability insurance, covering all operations of SUBRECIPIENT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

b. SUBRECIPIENT shall maintain liability insurance in all the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined General Liability Insurance \$1,000,000
General Aggregate \$2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence \$1,000,000
General limit project specific aggregate \$2,000,000

Automobile Liability Insurance \$1,000,000

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of SUBRECIPIENT under this Agreement.

c. If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the SUBRECIPIENT to restore the required limits. The SUBRECIPIENT shall also notify the CITY's Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the SUBRECIPIENT'S work.

d. All insurance companies affording coverage to the SUBRECIPIENT for the purposes of this Section shall be required to add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed in accordance with this Agreement. Insurance coverage provided to the City of Oceanside as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents and employees shall be excess only and not contributing with

insurance provided pursuant to this Section.

e. All insurance companies affording coverage to the SUBRECIPIENT shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State or be rated as A-VI or higher by A.M. Best Company, Inc.

f. SUBRECIPIENT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

g. SUBRECIPIENT shall provide substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the SUBRECIPIENT to provide such substitution and extend the policy expiration date shall be considered a default by SUBRECIPIENT and may subject the SUBRECIPIENT to a suspension or termination of work under the Agreement.

h. All insurance companies affording coverage shall provide thirty (30) days written notice to the City of Oceanside should the policy be canceled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

i. Maintenance of insurance by the SUBRECIPIENT as specified in this Agreement shall in no way be interpreted as relieving the SUBRECIPIENT of any responsibility whatever and the SUBRECIPIENT may carry, at its own expense, such additional insurance as it deems necessary.

21. SUBRECIPIENT'S Indemnification of CITY. SUBRECIPIENT shall indemnify and hold harmless the CITY and its officers, agents, and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or other wrongful acts conduct of the SUBRECIPIENT or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except only for those claims arising solely from the active negligence or willful misconduct of the CITY, its officers, agents, or employees.

SUBRECIPIENT's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, SUBRECIPIENT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees.

SUBRECIPIENT's indemnification of the CITY shall not be limited by any prior or subsequent declaration by the SUBRECIPIENT.

22. Assignment and Delegation. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the SUBRECIPIENT'S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

B. CITY OBLIGATIONS

1. Payment of Funds. CITY shall pay to SUBRECIPIENT from CDBG funds, when, if and to the extent received from HUD, amounts expended by SUBRECIPIENT in carrying out said program pursuant to this Agreement up to a maximum aggregate payment of Twenty Thousand Three Hundred and Fifty-seven dollars (\$20,357) in installments determined by CITY. Payment shall be made to SUBRECIPIENT through the submission of periodic invoices, in a form prescribed by CITY, detailing such expenses. Payments will be made on a cost reimbursement basis only. CITY shall pay such invoices within thirty (30) days after receipt thereof, provided CITY is satisfied that such expenses have been incurred within the scope of this Agreement and that SUBRECIPIENT is in compliance with the terms and conditions of this Agreement.

2. Audit of Account. CITY shall include an audit of the account maintained by SUBRECIPIENT pursuant to Section A.8. of this Agreement in CITY'S annual audit of all CDBG funds pursuant to federal regulations found in Title 24 of the Code of Federal Regulations and other applicable federal laws and regulations.

C. MISCELLANEOUS PROVISIONS:

1. Termination of Agreement. CITY or SUBRECIPIENT may terminate this Agreement by giving written notice to the other party thirty (30) days prior to effective date of termination. Additionally, the CITY shall have the right, in accordance with 24 CFR 85.43, to terminate this Agreement immediately or to withhold payment of any invoice for failure of the SUBRECIPIENT to comply with the terms and conditions of this Agreement. Should the CITY decide to terminate this Agreement after a full evaluation of all circumstances has been completed, the SUBRECIPIENT shall, upon written request, have the right to an appeal process. A copy of the appeal process will be attached to any termination notice. If the CITY finds that the

SUBRECIPIENT has violated the terms and conditions of this Agreement, the SUBRECIPIENT may be required to:

- a. repay all monies received from the CITY under this Agreement; and/or
- b. transfer possession of all materials and equipment purchased with grant money to the CITY.

In the case of early termination, a final payment may be made to the SUBRECIPIENT upon receipt of a Final Report and invoices covering eligible costs incurred prior to termination. The total of all payments, including the final payment, shall not exceed the amount specified in this Agreement.

2. Notices. All notices, demands, requests, consents, or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:	TO SUBRECIPIENT:
City of Oceanside	Ivey Ranch Park Association
Neighborhood Services Department	
Attn: CDBG Program Manager	Attn: Tonya Danielly
300 North Coast Highway	110 Rancho del Oro Road
Oceanside, CA 92054	Oceanside CA 92057

Either party may change its address by notice to the other party as provided herein. Communications shall be deemed to have been given and received on the first to occur of (a) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (b) three working days following the deposit in the USPS mail of certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

3. Entire Agreement. This Agreement comprises the entire integrated understanding between CITY and SUBRECIPIENT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

4. Interpretation of the Agreement. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY. The SUBRECIPIENT shall be responsible for complying with all Local, State, and federal laws whether or not said laws are expressly stated or referred to herein. Should any provision herein be found or deemed to be invalid, the Agreement shall be

construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

5. Agreement Modification. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

6. Dispute Resolution. Any controversy or claim arising out of or relating to this agreement, or concerning the breach or interpretation thereof, shall be settled first by submission of the matter to mediation the cost of which shall be borne equally by the parties.

7. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the SUBRECIPIENT and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures this 13th day of November, 2007.

Ivey Ranch Park Association
SUBRECIPIENT

By [Signature]
Signature

TOUYA DANIELLY EXECUTIVE DIRECTOR
Name/Title

Signature

Name/Title

(Notary acknowledgments of SUBRECIPIENT must be attached)

95-3775156
Federal Employer Identification Number

CITY OF OCEANSIDE
CITY

By [Signature]
Neighborhood Services Director

[Signature], ABST.
Approved as to form: City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

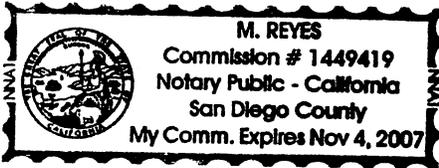
County of San Diego

On 7-24-07 before me, M. Reyes, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared T. Danielly
Name(s) of Signer(s)

personally known to me

(or proved to me on the basis of satisfactory evidence)



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

M. Reyes
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

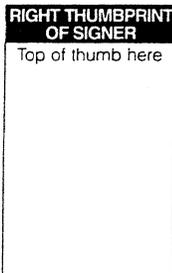
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

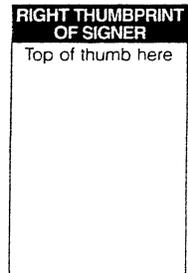
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Attached hereto are Exhibits "A", "B", "C", "D", and "E", and are incorporated herein by reference.

Exhibit A- Scope of Work

Exhibit B- Project Budget

Exhibit C- Certification Regarding Lobbying

Exhibit D- Section 3 Certification

Exhibit E- Authorization to execute contracts

Required Attachments:

Certificate of Insurance: General Liability, **naming City of Oceanside as Additional Insured** with endorsements pursuant to Section A.20.d. of this Agreement

Certificate of Insurance: Automobile, **naming City of Oceanside as Additional Insured** with endorsements pursuant to Section A.20.d. of this Agreement (or letter stating that no vehicles are utilized in the operation of the program or activity)

Certificate of Insurance: Workers' Compensation (or letter certifying that the organization operating the program or activity has no employees)

EXHIBIT A
CDBG PROJECT SCOPE OF WORK

CONTRACT PERIOD: July 1, 2006 to June 30, 2008

SUBRECIPIENT NAME AND ADDRESS:

Ivey Ranch Park Association
110 Rancho del Oro Road
Oceanside CA 92057

PROJECT NAME: Preparation of Environmental Review Documents

PROJECT ADDRESS: 110 Rancho del Oro Road, Oceanside CA

PROJECT MANAGER: Tonya Danielly

GOAL: Completion of environmental review for a new child development center

TARGET POPULATION: LMC - children from low-income families

OUTCOME MEASURE: Enhance a suitable living environment through new accessibility

PAYMENT REQUEST

Payments will be made on a regular basis, upon the submittal of a payment request form, as provided:

1. The SUBRECIPIENT shall attach documentation of expenses to the payment request form, including copies of payroll records, invoices, and receipts.
2. The executive officer or director shall sign the payment request form, or shall submit a letter designating another person who is authorized to sign the payment request form.
3. The SUBRECIPIENT may request in writing alternate payment arrangements, including payments made directly to vendor or more frequent payments. Approval by CITY of this request is necessary before alternate payment arrangements will be put into effect.
4. The SUBRECIPIENT shall provide copies to CITY of all planning and environmental review documents for which payment is requested under this Agreement

PERFORMANCE REPORTS

A. PERFORMANCE MEASUREMENT REPORT

The SUBRECIPIENT shall submit Performance Measurement Reports, as provided. The reports shall be due on January 15th and April 15th. A year-end report shall be due July 30th with totals for the program year. The reports shall include a report on progress toward completion of the project and any difficulties encountered that will hinder timely completion of the project.

B. FINAL EVALUATION REPORT

Within 30 days following contract termination or project completion, whichever comes first, the SUBRECIPIENT shall submit a final evaluation report that includes:

1. A brief narrative description of the project and accomplishments during the program year, and analysis of anticipated outcomes for participants.
2. The cumulative number of unduplicated households or persons will receive new or improved services as a result of the project.
3. A demographic breakdown of the reported households or persons, in the following categories: income level (very low, low, moderate), race (white, African-American, Asian/Pacific Islander, Native American and other), whether Hispanic or non-Hispanic, and female-headed households.
4. Other funds and resources that were leveraged with the CDBG funds, volunteer and in-kind resources that were used on the project, and collaboration or support by other organizations or businesses.
5. An inventory of equipment valued at \$300 or more that was purchased, in whole or part, with CDBG funds.

PROJECT BUDGET

SUBRECIPIENT shall expend funds in accordance with the Project Budget, Exhibit B, attached. Payment can only be done for purchases made and/or services provided during the program year (contract period).

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

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

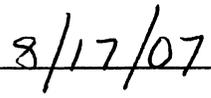
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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.



Signature of Authorized Representative
Ivey Ranch Park Association



Date

EXHIBIT D

SECTION 3 CERTIFICATION

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 USC 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 this 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 worker's 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 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest 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).

Signature
Ivey Ranch Park Association



Date

