

**COMMUNITY DEVELOPMENT BLOCK GRANT AWARD AGREEMENT
AWARD AGREEMENT 13-08**

This Award Agreement is entered into by RAMP OF MONTANA (grant recipient), a Montana non-profit corporation, and the City of Missoula, Montana, (the City).

RECITALS

- A. The Community Development Block Grant (CDBG) program was created in 1974 and is administered by the Federal Government through the U.S. Department of Housing and Urban Development (HUD). The objective of the CDBG Program is the development of viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities for low and moderate-income individuals.
- B. The City of Missoula is an Entitlement City in the CDBG Program, and has received an allocation of CDBG funds to be administered by the City in furtherance of the CDBG Program Objectives.
- C. The City of Missoula utilizes a competitive grant application process to determine how to allocate and spend the CDBG funds awarded to the City.
- D. RAMP OF MONTANA has submitted an application for CDBG funds. This application has been fully reviewed and approved by the Missoula City Council in compliance with public open-meeting requirements.

Now therefore, based on the Recitals above, RAMP OF MONTANA and the City agree to the following terms:

1. PURPOSE

The purpose of this Award Agreement is to provide funding for project activities approved by the City under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. RAMP OF MONTANA submitted an application for CDBG funds, which was approved by the Missoula City Council on the 28th day of January, 2013. The terms, obligations and requirements that RAMP needs to perform in exchange for this award of funding are set forth in this Award Agreement, and upon execution of this Award Agreement, are binding on all parties.

2. APPLICATION INCORPORATED BY REFERENCE

RAMP OF MONTANA's application for CDBG assistance is incorporated into this Award Agreement by this reference and the representations made in the application are binding upon RAMP OF MONTANA. If RAMP OF MONTANA undertakes activities not represented in the application this Award Agreement may be subject to termination pursuant to the terms of Section

23 of this Award Agreement.

3. ACCEPTANCE OF CDBG PROGRAM REQUIREMENTS

RAMP OF MONTANA will comply with all applicable parts of Title I of the Housing and Community Development Act of 1974, as amended; the applicable Department of Housing and Urban Development (HUD) regulations in 24 CFR Part 570, as now in effect or as they may be amended during the term of this Award Agreement; all requirements established by the City; applicable State and federal laws, regulations, administrative directives and procedures; and local ordinances and resolutions.

RAMP OF MONTANA agrees that all contracts entered into by it for the completion of the activities set forth in their application and summarized in Section 6 of this Award Agreement will contain special provisions requiring contractors to comply with all applicable state and federal requirements.

RAMP OF MONTANA expressly agrees to repay to the City any funds advanced to RAMP OF MONTANA under this Award Agreement which RAMP OF MONTANA, its subcontractors or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Award Agreement expends in violation of the terms of this Award Agreement or the federal statutes and regulations governing the CDBG Program.

4. ADMINISTRATION

The Department of Grants and Community Programs (GCP) shall be the department which administers this grant on behalf of the City of Missoula. Any reference to GCP indicates an administrative function to be performed by GCP staff.

5. EFFECTIVE DATE AND TIME OF PERFORMANCE

This Award Agreement shall take effect upon execution by all the parties. RAMP OF MONTANA may be able to receive reimbursement for costs expended in furtherance of the approved list of activities contained in RAMP OF MONTANA's application for costs incurred between April 1 and the date of execution of this Award Agreement. Reimbursement for already expended costs is purely a discretionary decision to be made by GCP staff, and shall be evaluated on a case-by-case basis. If reimbursement is allowed, reimbursement for already expended costs is limited to only those costs allowed by 24 CFR 200(h).

6. SCOPE OF ACTIVITIES

The allocation of CDBG funds awarded to RAMP OF MONTANA by the City must be utilized to achieve and/or perform the identified list of activities set forth in RAMP OF MONTANA's application for CDBG grant assistance. By accepting the award of CDBG funds, RAMP OF MONTANA agrees to perform all activities identified in its CDBG application. The major components of the approved project include, but are not limited to:

- RAMP OF MONTANA will purchase, install, and maintain modular aluminum wheelchair ramps and/or other exterior access features for at least ten (10) low- to moderate- income households to provide a safe, accessible means of access to their homes.
- RAMP OF MONTANA will comply with applicable codes, regulations and standards.
- RAMP OF MONTANA will make requests for payment based on timely completion of the tasks included in this scope of work.
- RAMP OF MONTANA will provide information and documentation to the City of Missoula on prescribed forms and this documentation shall include information regarding family size, ethnicity, type, and income information for all program participants
- RAMP OF MONTANA must designate a representative, who is involved in the project activities for which these CDBG funds have been awarded, as the designated representative to attend qualified fair housing training. RAMP OF MONTANA must certify by providing a copy of the attendance certificate that this designated representative has either attended a qualified fair housing training within one year prior to the receipt of funds, or will attend a qualified fair housing training within one year of receipt of funds. For the purposes of this requirement, “qualified fair housing training” means any fair housing training receiving continuing professional credit (CLE, licenses real estate agents or property managers education credit architects education credit, etc.).

7. AMOUNT OF AWARD AND BUDGET

- (a) The total amount of CDBG funds awarded to RAMP OF MONTANA by the City will not exceed \$35,000.00. The City will have no obligation to pay for any project activities that exceed this award amount.
- (b) A copy of the project budget is included as Attachment A to this Award Agreement, and by this reference is made a part of this Award Agreement and binding upon RAMP OF MONTANA.
- (c) Budget adjustment requests must be approved in advance by GCP. For adjustments between line items of the CDBG portion of Attachment A, in an amount not to exceed \$1,000, GCP’s approval of the Request for Payment form submitted by RAMP OF MONTANA will constitute approval of the requested budget adjustment. Budget adjustment requests in excess of \$1,000 must be submitted to GCP in writing and are subject to an approval review process by GCP.

8. SPECIAL PROJECT START UP CONDITIONS

RAMP OF MONTANA will not obligate or utilize funds for any activities provided for by

this Award Agreement until:

- (a) GCP completes an Environmental Review Record, and
- (b) GCP issues a Notice of Release of Funds

9. PROCEDURE FOR DISBURSEMENT OF FUNDS

- (a) The City will pay to RAMP OF MONTANA funds available under this Award Agreement upon approval by GCP of RAMP OF MONTANA's Request for Payment. The City will reimburse RAMP OF MONTANA for approved, eligible and necessary expenses according to the documentation submitted by RAMP OF MONTANA to support the expenditures. The City will not reimburse RAMP OF MONTANA for any expenses not included in the approved budget or not clearly and accurately supported by RAMP OF MONTANA's records. Any awarded funds not expended by RAMP OF MONTANA within 24 months of the date of execution of this Award Agreement will revert to the City and will be used to finance other CDBG projects.
- (b) The reimbursement of eligible costs incurred is contingent upon RAMP OF MONTANA's completion of Section 8. SPECIAL PROJECT START-UP CONDITIONS. In the event RAMP OF MONTANA is unable to comply with the terms and the conditions of this Award Agreement, any costs incurred will be RAMP OF MONTANA's sole responsibility.
- (c) If the actual total cost of completing the project is less than has been projected by RAMP OF MONTANA in the budget (Attachment A), GCP may, at its discretion, reduce the amount to be provided to RAMP OF MONTANA under this Award Agreement in proportion to the overall savings.
- (d) If GCP determines that RAMP OF MONTANA has failed to satisfactorily carry out its responsibilities under this Award Agreement, GCP may revoke RAMP OF MONTANA's authority to draw against the awarded funds described in this Award Agreement until GCP and RAMP OF MONTANA agree on a plan to remedy the deficiency.
- (e) GCP reserves the right to withdraw a commitment for any CDBG funds which remain unobligated 24 months after the date of execution of this Award Agreement.

10. NOTICE

All notices, demands, and consents provided for in this Award Agreement must be given in writing and shall be sent by U.S Mail or hand-delivered to the following:

The City's contact for all administrative and technical matters concerning this Award Agreement is:

Melissa Gordon, Grants Administrator
Missoula Department of Grants and Community Programs
435 Ryman
Missoula, MT 59802
(406) 258-4980

RAMP OF MONTANA's contact for all administrative and technical matters Concerning this Award Agreement is:

Mike Mayer, Board Member
RAMP OF MONTANA
700 SW Higgins #101
Missoula, MT 59803
(406) 728-1630

11. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by any contractor or subcontractor pursuant to this Award Agreement are to be the property of RAMP OF MONTANA and the City which have exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. No material produced in whole or part under this Award Agreement may be copyrighted or patented in the United States or in any other country without the City's prior written approval.

12. ACCESS TO RECORDS AND PROJECT MONITORING

- (a) RAMP OF MONTANA will maintain adequate and reasonable records of its performance under this Award Agreement and will allow access to these records at any time during normal business hours by the City, the U.S. Department of Housing and Urban Development and the Comptroller General. These records will be kept in RAMP OF MONTANA's offices in Missoula, Montana.
- (b) GCP may monitor and inspect all phases and aspects of RAMP OF MONTANA's performance to determine compliance with the Scope of Activities, and other technical and administrative requirements, including the adequacy of RAMP OF MONTANA's records and accounts. GCP will advise RAMP OF MONTANA of any specific areas of concern and provide RAMP OF MONTANA opportunity to propose corrective actions acceptable to GCP.

13. PROJECT PROGRESS REPORTING

- (a) During the term of this Award Agreement, RAMP OF MONTANA will submit a Project

Progress Report to GCP during each quarter for the periods ending June, September, December and March. This report must describe the status of the project with respect to each implementation objective including, at a minimum, the percentage of the project which has been completed, costs incurred, funds remaining and anticipated completion date. The report must also describe any significant problems encountered and any necessary modification of the project scope or implementation schedule that are being requested.

- (b) RAMP OF MONTANA will submit the Project Progress Report to GCP within 10 days of the close of each quarter. The City will not honor claims for payment until the required quarterly report has been submitted to and approved by GCP. Project Progress Reports submitted during a quarter in conjunction with a Request for Payment will satisfy the quarterly progress-reporting requirement.

14. NON-DISCRIMINATION

All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

15. AFFIRMATIVE ACTION POLICY

Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula is committed to implement affirmative action to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, national origin, sex, age, marital status, creed, ex-offender status, physical condition, political beliefs, public assistance status or sexual preference. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility of actively facilitating equal opportunity for present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all personnel actions are administered on the basis of job necessity.

Specific responsibility for development, implementation, monitoring and reporting will be assigned to the City Personnel staff under the supervision of the Mayor's Administrative Assistant.

It is the policy of the City of Missoula to take affirmative action to eliminate discrimination in personnel policies and procedures that have adverse impact on the "affected class" unless sex, ex-offenders status, and/or physical or mental handicap relates to a bona fide occupational qualification. Equal opportunities shall be provided for all City employees during their terms of employment. All applicants for City employment shall be recruited from the available labor market, and employed on the basis of their qualifications and abilities. The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

16. AVOIDANCE OF CONFLICT OF INTEREST

RAMP OF MONTANA will comply with the provisions of the applicable HUD regulations of 24 CFR 570.611; and with sections 2-2-125, 2-2-201, and 7-5-4109, MCA, (as applicable) regarding the avoidance of conflict of interest.

17. MODIFICATION OF AWARD AGREEMENT

This Award Agreement, together with all referenced and incorporated attachments, contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in or authorized by this written Award Agreement, are valid or binding. This Award Agreement may not be enlarged, modified, or altered except upon mutual written agreement of the parties except for amendments made by the City pursuant to Section 23 of this Award Agreement. RAMP OF MONTANA accepts responsibility for the adherence to the terms of this Award Agreement by subcontractor or subrecipient entities and by public or private agents or agencies to which it delegates authority to carry out portions of this Award Agreement.

18. CONSTRUCTION AND VENUE

This Award Agreement will be construed under and governed by the laws of the State of Montana. In the event of litigation concerning the Award Agreement, venue shall be in the District Court of the Fourth Judicial District in and for the County of Missoula, State of Montana.

19. INDEMNIFICATION

(a) RAMP OF MONTANA waives any and all claims and recourse against the City including the right of contribution, for loss or damage to persons or property arising from,

growing out of, or in any way connected with or incidental to RAMP OF MONTANA's or any subrecipient's performance under this Award Agreement.

- (b) RAMP OF MONTANA agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees, from any and all actions, lawsuits, claims, demands, damages, costs, expenses, fines, penalties or liability of any character whatsoever, and any costs or expenses, including reasonable attorneys fees and costs incurred enforcing this obligation or defending a third party claim, arising out of RAMP OF MONTANA, its officers, employees, agents or assigns' acts or omissions under this Award Agreement

20. WORKERS COMPENSATION AND LIABILITY INSURANCE COVERAGE

- (a) Worker's Compensation: RAMP OF MONTANA must, at their own expense, obtain and keep in force any required workers' compensation insurance. The City of Missoula is not the worker's compensation insurer of RAMP OF MONTANA's employees. RAMP OF MONTANA must have current workers' compensation insurance in place for its employees. The City of Missoula shall have no liability with respect to any and all actions of RAMP OF MONTANA's employees, officers or agents. RAMP OF MONTANA shall provide GCP with a certificate of insurance evidencing RAMP OF MONTANA's worker's compensation insurance coverage.
- (b) Liability Insurance: RAMP OF MONTANA must, at their own expense, obtain and keep in force general commercial liability insurance to provide insurance against liability for loss, damage, or injury to property or persons that might arise out of RAMP OF MONTANA's activities. The City of Missoula shall have no liability with respect to any and all actions of RAMP OF MONTANA's officers, employees or agents. RAMP OF MONTANA shall provide GCP with a certificate of insurance evidencing liability insurance.

21. AWARD AGREEMENT AMENDMENT

- (a) RAMP OF MONTANA may request that this Award Agreement be amended. However, GCP will allow an amendment only if RAMP OF MONTANA clearly demonstrates that the modification is justified and will enhance the overall impact of the original project. GCP will consider each request to determine whether the modification is substantial enough to necessitate reevaluating the project's original ranking. If warranted, GCP will analyze the impact of the proposed modification on the scores assigned RAMP OF MONTANA's application in the original grant competition.
- (b) GCP will not approve amendments to the scope of work or the budget that will affect high priority activities or improvements that would materially alter the circumstances under which the grant was originally ranked.
- (c) If GCP determines that the proposed amendment represents a substantial change in the project activities proposed in the original application for CDBG funds, the City will hold a local public hearing on the amendment with reasonable notice.

- (d) No amendment to the Award Agreement will occur unless the amendment is set forth in writing and signed by GCP and RAMP OF MONTANA.

22. PROPERTY MANAGEMENT

Title to real property or equipment acquired under a grant or subgrant will vest upon acquisition in RAMP OF MONTANA or subgrantee. RAMP OF MONTANA or subgrantee will use, manage, and dispose of this property or equipment in accordance with the requirements set out in 24 CFR Part 85, Subpart C and 24 CFR Part 570, Subpart J.

23. TERMINATION OF AWARD AGREEMENT

This Award Agreement may be terminated as follows:

- (a) **Termination and Modification Due to Loss of Funding.** If, for any reason, the federal financial resources required by the City to fund RAMP OF MONTANA's project are withdrawn from the City, the City may unilaterally terminate or modify the terms of this Award Agreement to reflect the loss of funding. If a termination or modification is required, the City will, to the extent permitted by available CDBG funds, compensate RAMP OF MONTANA for eligible work elements RAMP OF MONTANA has completed and for actual, necessary and eligible expenses incurred by RAMP OF MONTANA as of the revised termination date. The City will give RAMP OF MONTANA written notice of the effective date of the modification or termination of this Award Agreement and, if a reduction in funding is required, will provide RAMP OF MONTANA with a modified project budget.
- (b) **Termination Due to Noncompliance with Award Agreement Terms.** If the City determines that RAMP OF MONTANA has failed to comply with the general terms and conditions of this Award Agreement, the project schedule, or any special conditions, and if upon notification of the defect RAMP OF MONTANA does not remedy the deficiency within a reasonable period to be specified in the notice, the City may terminate this Award Agreement in whole or in part at any time before the date of completion. The City will promptly notify RAMP OF MONTANA in writing of the decision to terminate, the reasons for the termination, and the effective date of the termination.
- (c) **Termination Due to Adverse Environmental Impact.** This Award Agreement will terminate at the conclusion of the environmental review process if RAMP OF MONTANA or the City determines that the project would have a significant adverse impact on the quality of the human environment and that this impact cannot be avoided or sufficiently mitigated by reasonable, cost-effective means.
- (d) **Effect of Termination.** In the event of termination due to RAMP OF MONTANA's failure to comply with the terms of this Award Agreement or the project's adverse environmental impact, any costs incurred will be the responsibility of RAMP OF MONTANA. However, at its discretion, the City may approve requests by RAMP OF MONTANA for reimbursement of expenses incurred. The City's decision to authorize

payment of these costs or to recover expended CDBG funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of RAMP OF MONTANA to comply with the terms of this Award Agreement and on whether any failure to comply with the terms of this Award Agreement was the result of circumstances beyond RAMP OF MONTANA's control.

24. WAIVER

The waiver of any of the terms and conditions of this Award Agreement on any occasion or occasions is not to be deemed as waiver of those terms and conditions on any future occasion.

25. SEVERABILITY

If any section, subsection, sentence, clause, phrase or word of this Award Agreement is for any reason held to be invalid, illegal, illegal, or unenforceable, such decision shall not affect the validity of the remaining portions of this Award Agreement. .

26. ATTORNEYS FEES

In the event of a breach of the terms of this Award Agreement, the prevailing party shall be entitled to attorneys fees incurred in the enforcement of the terms of this Award Agreement.

27. SUCCESSORS AND ASSIGNS.

This Award Agreement inures to the benefit of and constitutes a binding obligation on RAMP OF MONTANA and their respective successors and assigns. RAMP OF MONTANA may not assign this Award Agreement or any of its duties hereunder without the prior written consent of the City.

28. OPEN MEETINGS

All meetings of RAMP OF MONTANA's Board of Directors will be open to the public as per the applicable Montana Code Annotated provisions in 2-3-203, MCA

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties have executed this Award Agreement.

City of Missoula:

RAMP OF MONTANA:

John Engen, Mayor

Date: _____

Dennis Daneke, Co-Chair, Board of Directors

Date: _____

Dawn Braach, Co-Chair, Board of Directors

Date: _____

ATTEST:

Martha L. Rehbein, CMC
City Clerk

Project Budget					
<i>Revenue Sources</i>	<i>Source: CDBG</i>	<i>Source: Fundraising</i>	<i>Source: Grants</i>	<i>Source: In-kind</i>	<i>Total Project Cost:</i>
	\$35,000	\$	\$	\$2,400	\$37,400
<i>Project Costs (include only direct costs for delivering this service or accomplishing this project)</i>					
Salaries & Wages				\$2,400	\$2,000
Employee Benefits					
Contracted Services					
Insurance, Legal & Financial Services					
Direct Client Assistance (include detailed costs of goods/services in narrative)	\$35,000				\$35,000
Travel / Training					
Office Expenses (include detail for rent, utilities, postage, printing, supplies, etc. in narrative)					
Construction Costs (complete and attach separate construction budget; place totals here- do not					

duplicate line items)					
<i>Subtotal: Project Costs</i>	\$35,000			\$2,400	\$37,400
<i>Other Costs (include other costs needed to implement this service or project)</i>					
List here and describe in narrative					
<i>Subtotal: Other Costs</i>	-0-				
<i>Grand Total:</i>	\$35,000			\$2,400	\$37,400

Attachment A

Attachment A

BUDGET NARRATIVE

The \$35,000 requested for direct assistance to eligible recipients is broken out as follows:

\$28,100 is budgeted to cover purchase and shipping costs for the modular aluminum ramp systems needed to provide 10 eligible households or individuals with an accessible entry into their homes. Each project is unique in that the ramp has to be designed to meet the specific requirements for entryway height, available space in the yard, and other variables that determine the overall length of ramp and the number of landings required to provide an accessible entry, so the cost of each project varies. The longer and more complex the ramp, the higher the cost. The average over the five CDBG projects completed this year has been approximately 30 feet in length.

\$5,400 is budgeted to cover labor costs to install 8 aluminum wheelchair ramps, calculated at 18 hours/ramp at \$30/hour, or \$540 per ramp. Labor costs include site review, project design and installation of the aluminum ramps and any other accessibility modifications needed such as repairing or adding a porch to provide the needed landing at the entryway, adding a threshold plate, pouring a concrete pad at the end of a ramp, etc. Labor costs also include the recycling of ramps and placement at another eligible recipient's home.

\$1,500 is budgeted to cover costs for lumber and supplies to build porches, pour concrete or provide other adaptations typically needed to install a modular ramp system.

In addition, \$2,400 will be provided as in-kind support to project activities, calculated as follows:

The RAMP board of directors will contribute in-kind services valued at \$100/month, or \$1200 annually to project promotion, oversight and reporting responsibilities, calculated at 4 hours /month at \$25/hour. There are six members on the board, which typically meets monthly.

Volunteer hours for construction services are estimated at \$1,200, calculated at \$20/hour for 60 hours of volunteer labor assisting with installation of the modular aluminum ramp systems.