Agreement No.

Budget Code:

**CERTIFICATION OF**

**THE CITY OF WHITE PLAINS AS GRANTEE**

**FOR THE CITY OF WHITE PLAINS [INSERT CITY DEPARTMENT NAME]**

**AS SUBRECIPIENT**

WHEREAS, the City of White Plains (“the City”) has entered into a Grant Agreement with the United States of America providing for financial aid under the Housing and Community Development Act of 1974 (“the Grant”); and

WHEREAS, pursuant to such Grant Agreement, the City is undertaking a program of Community Development activities, which includes an activity entitled “Provision of Public Services” which is intended to expand and support public service programs to primarily serving low and moderate-income residents of the City; and

WHEREAS, as part of said activity, the City is receiving to provide funds for a program entitled **“[INSERT PROGRAM NAME]**”; and

WHEREAS, the City through the City of White Plains Department [INSERT CITY DEPARTMENT NAME] (‘the City Department”) is appropriately qualified and suited by its past experience to perform the service which the City desires to provide to its citizens through the Community Development Program; and

WHEREAS, the City desires to render certain services in connection with the Community Development Program through the City Department;

NOW, THEREFORE, on this [INSERT DATE], THE CITY OF WHITE PLAINS,  a municipal corporation organized and existing under and by virtue of the laws of the State of New York, with a principal place of business at 255 Main Street, White Plains, New York 10601through the City Department hereby certifies to the United States of America that the aforesaid funds will be used as follows:

1. **SCOPE OF SERVICES** The City through the City Department shall perform the services, achieve all quantitative and qualitative outcomes including number of persons served annually, and comply with all reporting requirements set forth in the “Scope of Services” annexed hereto and entitled “Appendix One” in a manner that complies with the conditions of the Grant.

2. **CHANGE IN SCOPE OF SERVICES** There shall be no change in the referenced Scope of Services to be performed by the City through the City Department pursuant to the terms of this Agreement without the express prior written approval, if required, of the U.S. Department of Housing and Urban Development.

3. **TIME OF PERFORMANCE** The services of the City through the City Department are to commence on or after [INSERT DATE], but no later than [INSERT DATE], and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement but, in any event, all the services required hereunder shall be completed by [INSERT DATE].

4. **COMPENSATION, METHOD OF PAYMENT AND SUPPORTING DOCUMENTATION**

(a) Compensation – The City agrees that no more than a sum not to exceed [INSERT $ AMOUNT] of the Grant shall be used for full and complete compensation for the Scope of Services described in Appendix One of this document under this Agreement.

(b) Method of Payment – The City through the City Department will be reimbursed monthly for eligible costs incurred in connection with the provision of services as described in the “Scope of Services”. At the end of each month City shall submit a financial claim, which claim shall itemize the current month’s expenditures. Copies of supporting documentation as described in (c) (i)-(iii) below must accompany each monthly claim.

(c) Supporting Documentation – The City shall maintain such financial records as are necessary to comply with the standards set forth in the OMB 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which records must be preserved for a period of not less than three (3) years form the date of final payment under this Agreement. The City shall also maintain the following records for periodic auditing:

i. Vouchers and/or supporting invoices for all non-personnel costs described in the Budget of this Agreement (Appendix One).

ii. Salary vouchers for all personnel who will devote full time to the provision of services described in the “Scope of Services” and whose reimbursable salary will not exceed the amount indicated in said budget, to the extent that salaries are set forth therein. Copies of Treasury Form 941 and 941E must be submitted quarterly.

iii. Time sheets for those employees of the City Department who work on eligible activities on a part-time basis, accompanied by a certification from the Chief Financial Officer of City that the time billed was spent solely in the carrying out of eligible activities specified in the “Scope of Services” (Appendix One).

(d) Maximum Compensation – It is understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder, exceed the maximum set forth in paragraph 4 (a) above.

5. **OTHER FINANCIAL CONDITIONS**

(a) It is expressly agreed by the City that the funds provided herein shall be available only on a reimbursable basis and the agrees to document fully all reimbursements.

(b) The City agrees that all the funds authorized herein shall be used only for the purposes set forth in this Agreement and in the “Scope of Services” (Appendix One). No portion of the present administrative costs of the City through the City Department may be charged to this Agreement, except as may be specifically provided for in the “Scope of Services” (Appendix One).

(c) It is expressly agreed by the City that:

i. None of the monies herein made available shall be used to advance funds to any individual or corporation.

ii. None of the monies authorized herein shall be used prepaying expenses in anticipation of reimbursement by individuals and corporations.

iii. None of the monies authorized herein shall be used to advance funds for other purposes, programs, or activities which are being carried out by the City at the same time it is performing services under the Grant.

iv. Program income, as defined at 24 CFR 570.500 (a)*,* is gross income received by the City through the City Department of CDBG funds which is directly generated from the use of said funds. Pursuant to 24 CFR 570.504 (c), any program income received by the City shall be identified as such in the City accounts and only used or returned in accordance with the terms of the Grant..

6. **OTHER PROJECT REQUIREMENTS**

(a) All phases of the work described in the “Scope of Services” (Appendix One) shall be the sole responsibility of the City through the City Department.

(b) The City through the City Department shall be responsible for the procurement of necessary staff, consultants, and other personnel and services necessary to the carrying out of the “Scope of Services” of this Agreement as set forth in Appendix One. In this regard, preference shall be given, where feasible, of the employment of low and moderate income residents of the City of White Plains.

(c) The City through the City Department shall be responsible for the procurement of adequate space for the execution of the activities described in the “Scope of Services” (Appendix One) at the sole expense of the City.

(d) The City through the City Department shall be responsible for and comply with the requirements and standards set forth in OMB Circular No. A-122, “Cost Principles for Non-Profit Organizations” or OMB Circular No. A-21, “Cost Principles for Educational Institutions” and with Attachments, A,B,C,F,H,N, and O and OMB Circular A-110.

(e) The City through the City Department shall be responsible for the management and safeguarding of assets, if any, acquired by it pursuant to the terms of this Agreement.

(f) The City is not committed in the future to any payments for services described in Appendix One beyond those provided for in this Agreement and itemized in the “Scope of Services:” in Appendix One.

(g) The City through the City Department shall comply with all applicable laws, ordinances and codes of the state, local and federal governments, and the City through the City Department shall indemnify and hold the U.S. Department of Housing and Urban Development harmless with respect to any and all damages arising out of the performance of the Grant , directly, indirectly or by implication.

(h) The City through the City Department shall provide regular reporting as stated in the Scope of Services and shall make final Status Reports required under the Grant.

(i) The, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the City which are directly pertinent to the services to be rendered by the City through the City Department hereunder of the purposes of making audit, examination, excerpts, and transcriptions.

(j) The U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have the right to monitor the City’s administration of the services specified in the “Scope of Services” at any time during the term of this Agreement. Program monitoring includes program observation and audit of CDBG financial records and shall be performed at least once, but no more than twice throughout the grant year.

(k) The City through the City Department shall acknowledge the City’s Community Development Program involvement in:

i. All news items relating to services provided under this Agreement given by the City for dissemination by the City or by the media;

ii. All interviews related to services provided under this Agreement given by the City through the City Department.

(l) All information related to services provided under this Agreement and received by the City is to be available to the the United States or its representatives on request.

(m) No reimbursement check(s) shall be dispatched to the City until any and all necessary reports due to the City have been received.

7. **EQUAL EMPLOYMENT OPPPORTUNITY**

During the performance of this Agreement, City agrees as follows:

(a) The City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regards to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The City agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

(b) The City will in all solicitations or advertisements for employees, placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The City will cause the foregoing provisions to be inserted in all agreements for any work covered by the Grant so that such provisions will be binding upon each Subrecipient, provided that the foregoing provisions shall not apply to agreements for standard commercial supplies or raw materials.

8. [section omitted]

9. **REQUIRED CERTIFICATIONS** To the best of the City’s knowledge and belief;

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant ,the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

10. **GOVERNING LAW**  This Agreement shall be interpreted and enforced according to the laws of the State of New York, without application of its conflicts or choice of law rules and shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it.  No action shall be commenced or maintained by either party in connection with this Agreement, except in a court of competent jurisdiction in Westchester County, State of New York.

11. **SEVERABILITY**  Whenever possible, each provision of this Agreement will be interpreted as to be effective and valid under applicable law, but if any provision, or part thereof, of this Agreement is judicially declared invalid, void or unenforceable, each and every provision, or party thereof, nevertheless shall continue in full force and effect, and the unenforceable provision shall be changed or interpreted so as best to accomplish the objectives and intent of such provision within the limits of applicable law.

12. **NOTICES**  All notices, requests or other communications under the Grant shall be in writing, and shall be sent to the parties at their addresses listed below and shall be deemed to have been duly given on the date of service if sent by facsimile (provided a hard copy is sent in one of the manners specified below), or on the date following service if sent by overnight delivery service with next day delivery with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested.  The attorneys for the party shall be authorized to give notices on behalf of such party.  Each party is required to notify the other party in the above manner of any change of address.

IF TO CITY:                                                                                  WITH A COPY TO:

Commissioner of Planning                                                          Corporation Counsel

70 Church Street                                                                         255 Main Street

White Plains, New York 10601                                                   White Plains, New York 10601

13. **ENTIRE AGREEMENT**

(a) The City agrees to be fully bound by each and every one of the terms and conditions of this certification, as well as by the appendices annexed hereto and made a part hereof. It is further agreed that should one or more of the provisions of this certification including, but not limited to, any portion or part of the terms and conditions and appendices be determined to be invalid or unenforceable, by Court Order or otherwise, all other provisions of this certification shall nevertheless continue in full force and effect. It is further agreed by the City that no waiver of any breach or default hereunder by the United States of America shall be deemed a waiver of any subsequent breach or default hereunder of any kind, nature, or description.

(b) This Agreement supersedes all certifications regarding the Grant dated prior to the date shown in said Paragraph.

IN WITNESS WHEREOF, The City has executed this Agreement as of the date first above written.

**THE CITY OF WHITE PLAINS**

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

Commissioner of Planning

Approved as to Availability of Funds:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commissioner of Finance

Citation of Funds

Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_