Administrative Services Committee Committee Room- 9/11/2006- 1:00 PM Meeting

ADMINISTRATIVE SERVICES

1. Approval of a Façade Rehabilitation Grant Application for 3007 Deans Bridge Road. Attachments

2. Report from the Augusta Housing and Economic Department regarding the changes to the contract requested by Promise Land Development Corporation. (Deferred from August 28 Administrative Services) Attachments

3. Approve Economic Development Loan for rehabilitation of the structure located at 3044 Deans Bridge Road known as the Villa Europa Restaurant. Attachments

4. Approve the acquisition of two (2) food transport trucks from Mobile Advantage Corporation of Wapato, Washington for $39,673.00 each (Lowest bid offer for bid 06-164). Attachments

5. Approve Amendment to the Salvation Army's (SA) 2006 CDBG Agreement. Attachments

6. Approve Amendment to the Salvation Army's (SA) 2006 ESG Agreement. Attachments

Administrative Services Committee Meeting
9/11/2006 1:00 PM
Commercial Revitalization Façade Grant Program Application

Department:	Housing & Economic Development Department
Caption:	Approval of a Façade Rehabilitation Grant Application for 3007 Deans Bridge Road.
Background:	The Façade Rehabilitation Grant Program is designed to improve the appearance of commercial structures located primarily in the City of Augusta's Central Business District (CBD) and other commercial neighborhoods that are severely blighted and in disrepair. The purpose of the program is to stimulate private investment in these structures, and make these commercial neighborhoods more attractive to business. The property owner has applied for a facade rehabilitation grant of up to $30,000 for exterior repairs on a building at 3007 Deans Bridge Road. The building is occupied by two businesses: a Subway Restaurant and a sewing and vacuum store.
Analysis:	The structure located at 3007 Deans Bridge Road meet the preliminary requirements of the Façade Rehabilitation Grant Program and would support the ongoing work that is underway to establish and operate revitalization districts as part of the City's redevelopment planning initiative. The applicant will create one full-time job for a low to low-moderate income person.
Financial Impact:	$30,000 CDBG Funding
Alternatives:	None recommended
Recommendation:	Approve up to $30,000 for the Commercial Revitalization Façade Grant Application to stimulate private investment into commercial structures in south Augusta, making the area more attractive for business activity.

Funds are Available in the Following Accounts:	CDBG Project # 06182

REVIEWED AND APPROVED BY:

Finance.
Administrator.
Clerk of Commission

COMMERICAL REVATIALIZATION FACADE GRANT PROGRAM APPLICATION

OWNER'SNAME/CORPORATION: Kim Chi Ngo

MAILING ADDRESS_4270__(Street) Hopkin Lake Dr. ________(City/State) Duluth, GA_____(Zip) 30096______

TELEPHONE_(770) 856-0777 Mobile / (770)936-5775 Business ________________________

DATE 4/15/06

RE:3007 Deans Bridge Road ____(*Building Location*)

Present Use of Property: Restaurant/ Sewing Center Future Use of Property:____Retail______ I hereby request that the above referenced structure be considered for participation in the Commercial Revitalization Façade Grant and Loan Program, which is financed with Community Development Block Grant funds and administered by the Housing and Neighborhood Development Department of the Augusta, Georgia.

___X_ **Tier #2. FACADE REHABILITATION GRANT**
I understand that the facade of the building will be rehabilitated directly by Augusta, Georgia in an amount not to exceed $15,000 ($30,000 for corner buildings). I further understand that if the above building is selected for this program, I must then grant a facade easement, security deed, and promissory note in the amount of the grant to Augusta, Georgia.

I understand that the issue of building codes must be addressed in two ways. *First, any work done to the facade of the building will have to meet all applicable codes. Second, major systems such as structural, electrical, and plumbing for the area to be occupied will have to be improved to a condition that is safe, sanitary, and hazard free, that poses no danger to the public.* This may not require the area to be occupied to meet all current applicable codes, but it will have to meet the approval of the Chief Building Inspector based on the criteria set forth above. Any portion of the building that is not to be occupied is not subject to consideration as part of the facade grant project.

I hereby agree that in the event I do not commence the specified work within ninety (90) days after approval of the architect's design, plans and specifications by the State of Georgia, Department of Natural Resources, OR I do not complete the specified work in a satisfactory manner within the agreed upon time limit, I agree to reimburse, indemnify and hold harmless the Augusta Georgia for and from all funds expended, and for all fees, and expenses incurred by reason of this application, including all attorneys fees necessary in the enforcement and collection of this agreement.

I hereby certify that I have received a copy of the program guidelines, and requirements. I understand that the buildings selected for the program is those which best meet the established criteria.

"**Signature on File**"
Owner's Signature

____
Date *Approved/Disapproved*

$______________________
Approval Amount

FAÇADE REHBILITATION FEASIBILITY SUMMARY

Owner: Kim Chi Ngo
Address: 3007 Deans Bridge Road
Zip Code: 30906
Phone: (770) 936-5775

Preliminary Cost Estimate

CONCRETE & MASONRY	**$0**
BRICKWORK	**$0**
CARPENTRY	**$850**
WINDOWS & DOORS	**$3,300**
WEATHERPROOFING	**$4,000**
PAINTING	**$2,900**
MISCELLANEOUS	**$18,650**
TOTAL	**$29,700**

Administrative Services Committee Meeting
9/11/2006 1:00 PM
Darrell Boazman

Department: Clerk of Commission

Caption: Report from the Augusta Housing and Economic Department regarding the changes to the contract requested by Promise Land Development Corporation. (Deferred from August 28 Administrative Services)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

Clerk of Commission

AGENDA ITEM REQUEST FORM

Commission/Committee: (Please check one)

_______ **Commission**
_______ **Public Services Committee**
___x___ **Administrative Services Committee**
_______ **Engineering Services Committee**
_______ **Finance Committee**
_______ **Public Safety Committee**

Contact Information for Individual/Presenter Making the Request:

Name: Darrell J. Boazman
Address: 2409 Amsterdam Drive
Telephone Number: 706-560-1022
Fax Number: 706-560-1022
E-Mail Address: promiseland1@windstream.net

Caption/Topic of Discussion to be placed on the Agenda:

Augusta Housing and Economic Department (Home / CBDG Funding and Contract Administration)

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Room 806 Municipal Building
530 Greene Street
Augusta, GA 30911

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: lbonner@augustaga.gov

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 5:00 p.m. on the Wednesday preceding the Commission or Committee meeting of the following week. A five-minute time limit will be allowed for presentations.

Commission meetings are held on the first and third Tuesdays of each month at 2:00 p.m. Committee meetings are held on the second and last Mondays of each month from 12:30 to 3:30 p.m.

Administrative Services Committee Meeting
9/11/2006 1:00 PM
Economic Development Loan Fund

Department:	Housing & Economic Development Department
Caption:	Approve Economic Development Loan for rehabilitation of the structure located at 3044 Deans Bridge Road known as the Villa Europa Restaurant.
Background:	The Economic Development Loan Program makes funding available for new and expanding businesses which will create and/or retain jobs for low to low-moderate income persons that would have otherwise been lost. The Villa Europa Restaurant has been operating at its current location since 1974. The owners, Patricia Schaffer and Anneliese Neises (a mother/daughter team) are committed to staying in the South Augusta area. The property owner has been approved for a Façade Rehabilitation Grant and has requested an Economic Development Loan to finance additional construction costs that exceed the Façade Rehabilitation Grant. The applicant will create a minimum of two full-time jobs for alow to moderate income persons.
Analysis:	The structure located at 3044 Deans Bridge Road has been approved for the Façade Rehabilitation Grant up to $30,000 to make improvement to the property. The architectural analysis estimates it will cost $50,000 to rehabilitate the structure. The owner is applying for the Economic Development Loan of up to $25,000 to finance the additional construction cost.
Financial Impact:	$25,000 CDBG Funding
Alternatives:	None recommended
Recommendation:	Approve up to $25,000 form the Economic Development Loan Fund to finance the additional construction cost for the

located at 3044 Deans Bridge Road

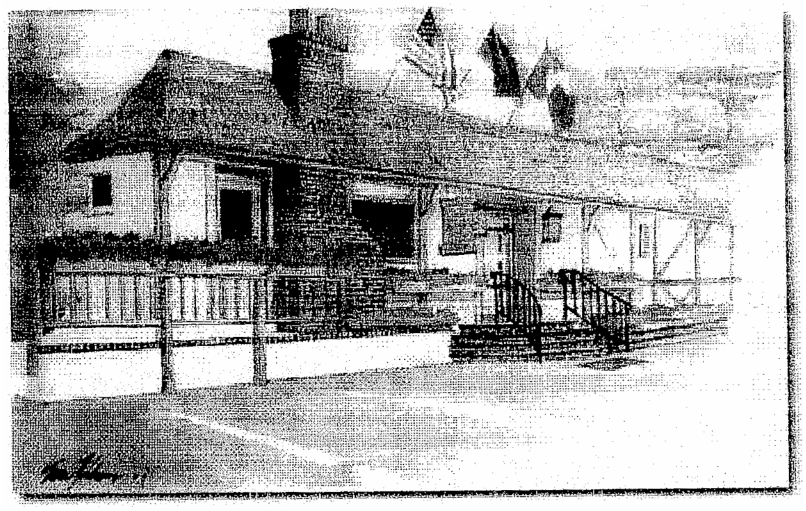
Funds are Available in the Following Accounts:	Economic Development Loan Fund - CDBG Project #06181

REVIEWED AND APPROVED BY:

Finance.
Administrator.
Clerk of Commission

Villa Europa Restaurant

<u>Economic Development Loan Application</u>



Contact **Information:**

Patricia A. Schaffer
The Villa Inc. dba Vllla Europa Restaurant 3044 Deans Bridge Road
Augusta, Ga. *30906*
706- 798-6211 Bus
706-831-6211 Mobile:
706-798-0066 FAX
pat@villaeuropa.com
www, villaeuropa.com

1. Executive **Summary**

By focusing on quality and value of its products and services, and continuing commitment to customers and staff, the Villa Europa hopes to grow in the mid-scale, full-service restaurant category. We wish to improve the bottom line by increasing sales in new markets and controlling costs. Our industry continues to grow nationwide as well as locally. It is important we maintain a competitive edge by re-evaluating the market and fine tuning strategies and concepts. We are a destination restaurant, and in order to make the trip a worthwhile visit we must work a little harder and offer more added value than those in prime locations. Facade improvement is a necessary step toward this endeavor. We believe in putting our best face forward.

1.1 Business Opportunity

The Villa Europa Restaurant specializes in offering food and beverages in the mid-scale, full-service category of restaurants. We wish to capitalize on the revitalization efforts in the Rocky Creek Enterprise zone and become a prime example of success given the opportunity provided by the loan fund. Via customer and staff surveys, management feels improving our facade and adding outdoor seating will add interest to our structure, beauty to high traffic state road frontage property, and increase sales. It is important to begin this project while the Rocky Creek area is experiencing media exposure in order to maximize attention and to give an impression of progress in the program. Given rapidly increasing costs in construction, timely execution is important. The Villa Europa Restaurant wishes to be a proud showpiece of Augusta South.

1.2 Product/Service Description

Villa Europa specializes in fine German, Italian, and American food and spirits. We are the only restaurant in the CSRA with this type of menu mix. Our consistency in food preparation and service has been able to maintain a loyal following for 32 years. We have built a mailing list of over 1500 guests with zip codes spread throughout the community. With our proposed deck expansion, we hope to attract guests between 30 and 50 in the $50,000-$90,000 income bracket. Improving our handicapped accessibility will attract our increasing population of disabled veterans, and offer them a much more comfortable entrance.

1.3 **Current Business Position**

The Villa Inc. dba Villa Europa Restaurant is an ongoing entity. Anneliese Neises and Patricia Schaffer were employees of the former owner Fred Ozanne from 1974 until 1989, at which time they purchased the business and formed a new corporation (see history attached). The original structure was as a C corporation unti1 2003 at which time the conversion was made to an S corporation. Patricia and Anneliese share ownership equally as a mother/daughter team. Their skills complement each other as well as those of the staff. The company is very fortunate to employ several people with over 25 years of seniority.

1.4 Financial Potential

Deck seating should add 6 tables with an average of 5 seats each. Bench seating around the edge should add an additional 15 seats. Each seat should generate an average of $15 for a potential nightly revenue of $675.00 or over $200,000 annually, given these guests are not diverted from other dining areas. Weather will be a mitigating factor in the success of these sales. Given the increased popularity of outdoor dining and the improvements being made in the surrounding community, management feels the proposed enhancements would be very well invested.

1.5 **The Request**

Over the past 15 years declining conditions in our immediate area have made it necessary for us to use capital improvement funds for expenses such as security and image control. We spend over $18,000 annually for on-site security, video cameras, and fence maintenance. Additionally, our advertising costs have increased as we have found it necessary to promote our safety measures, to reassure potential guests. In order to increase the perception of-value, we have not raised our menu prices to reflect our continuously increasing operating costs. We feel the opportunity to expand our customer base and add character to our facade will benefit the entire community. The added revenue and space will require the hiring of additional employees as well as the opportunity for raises for existing staff.

2. Company Background

The mother daughter team of Anneliese Neises and Patricia Schaffer has over 55 years of restaurant experience between them. Given their commitment to a fondness for good food and good company, a truly Teutonic work ethic, and natural business acumen; the restaurant business was inherent in the blood. From a small "pizza joint" sprung forth a growing business and Augusta tradition.

2.1 Business Description

The Villa Europa serves food and beverages. We offer on premise dining, take-out service, limited. catering, and an annual Oktoberfest. We serve lunch Monday thru Friday and dinner nightly. Our lunch prices are an average of $7.50 and dinner entree's average $13.00. We have a full bar, occasional wine dinners and a variety of wine and beer tasting events. We are able to serve banquets up to seventy five guests. Our restaurant appeals to locals as well as international visitors. Our target market is 35-65 year old men and women. We would like to expand that segment with the addition of the deck and the entrance modifications. We are currently organized as an S-corporation.

2.2 Company History

We experienced 5-10% growth for many years until 1995. Due to declining conditions in our neighborhood, we have not experienced that rate of growth again. We have formed alliances with Sconyers BBQ Restaurant and T's to help promote South Augusta interests. We have been exploring and experimenting with alternate revenue streams in related fields, such as off-premise catering, and gourmet foods to go. Another possibility is high end beer and wine retail sales. The Villa Europa is deeply committed to the community and participates in a variety of local events to include The Rocky Creek Spring fest and A Taste of the Harvest. We are members of the National Restaurant Association, Chamber of Commerce, German Friendship Club, Society of Food Management Professionals and American Wine Society. Additionally, Patricia Schaffer serves on the Richmond County Development Authority, culinary board of Augusta Technical College and South Augusta Redevelopment Inc.

2.3 **Current** Position and **Business Objectives**

The Villa Europa Restaurant is dedicated to the preparation of quality food and beverages served in a European atmosphere. Variety in our menu extends to our commitment to diversity as indicated by our experienced multicultural staff. We strive to provide value, without compromising the integrity of our food, beverages, and service. By adhering to these standards, we wish to continually validate our motto, "Where Friends Meet", and justify the loyalty earned from our customers and staff.
Through. our expansion and facade improvements we wish to display our commitment to our location, and belief in community resurrection.

2.4 Ownership

The owners, Patricia and Anneliese, have displayed their credit worthiness via consistent debt satisfaction. All debt safe personally guaranteed and backed with a solid collateral base of fixed assets.

~

3. **Marketing Plan**

The Villa Europa outdoor deck will be used as a midday cafe', and evenings for karaoke and trivial pursuit. We will encourage its use by churches and civic groups for informal meetings. We currently advertise through a variety of media, including television, print ads and radio. We have an active website (www.villaeuropa.com) and encourage its use by offering gift certificates for sale and a variety of photos of past events, as well as a plethora of information regarding the restaurant and staff. We ate currently building a site on the City of Augusta website in the dining section. We keep an extensive customer database and send information via E-mail and regular mail. We will continue to share ads with other locally held businesses as a sign of solidarity to our locations. We will have a grand opening gala once our project is complete, and will promote the success of the AGEDLF program.

Administrative Services Committee Meeting
9/11/2006 1:00 PM
Meals on Wheels

Department:	Finance-Fleet Management, Ron Crowden Fleet Manager
Caption:	Approve the acquisition of two (2) food transport trucks from Mobile Advantage Corporation of Wapato, Washington for $39,673.00 each (Lowest bid offer for bid 06-164).
Background:	The Augusta Recreation Department requests the acquisition of two (2) new prepared food transport trucks to utilize in the daily delivery of meals to our senior and disadvantaged citizens throughout the city and county. The department is currently using older inefficient vans and cars that had been turned in by other departments. The new units will be operationally efficient and designed to feature heating and refrigeration systems to keep the meals fresh and also storable overnight. The Department of Housing and Economic Development is supporting this project; Project Title: ARC Recreation Department Meals-On-Wheels Program; Project Number: CDBG # 0505Q/0605N. Project Description: Grant for the purchase of 2 to 3 vehicles to be used to deliver meals to home-bound seniors in Augusta-Richmond County. Meals will be transported from several senior nutrition sites that include Henry Brigham Center, Carries Mays Center, Sand Hills Center, McBean and Blythe centers to the senior citizen residence. This program required reprogramming CDBG funds which requires a 30 day public review and comment period prior to any expenditure of funds. This is occurring concurrent with this request.
Analysis:	Fleet Management submitted a request for bids through the Procurement Department utilizing the Demand Star electronic bid system which offers nationwide bid coverage. The Procurement Department received quotes back from two (2) vendors, one of which was incomplete. Review of bids received shows that Mobile Advantage Corporation of Wapato, Washington, submitted the lowest bid. The following are the results of the bids received for bid 06-163,

	Small Truck: (1) Mobile Advantage Corp. - $ 39,673.00 Each (2) Delivery Concepts, Inc.- Bid Incomplete
Financial Impact:	The units will be purchased for $39,673.00 each (total purchase = $79,346) Funding for the procurement of this equipment will be provided totally by a federal grant using CDGB funds.
Alternatives:	1.Approve the award to the lowest bidder, Mobile Advantage Corporation of Wapato, Washington 2.Do not approve the request.
Recommendation:	Approve the acquisition of two (2) food transport trucks from Mobile Advantage Corporation of Wapato, Washington, for $39,673.00 each (Lowest bid offer for bid 06-164) contingent on the public review.
Funds are Available in the Following Accounts:	CDGB # 0505Q/0605N - $90,000.00

REVIEWED AND APPROVED BY:

Finance.
Administrator.
Clerk of Commission

RECREATION - FULL-SIZE FOOD TRANSPORT TRUCK -BID OPENING AUGUST 31, 2006 @ 11:00

Bid 06-164	Delivery Concepts Incorporated	Amtech Incorporated	Milton Ruben Chevrolet
Chasis Year	2006	Bid Incomplete	No Bid
Chasis Make	Chevrolet		
Chasis Model	Silverado 1500		
Body Year	2006		
Body Make	Mealstar		
Body Model	35/35		
Delivery	5 to 7 Weeks		
Price Each Truck	$34,593.00	$0.00	$0.00
9.00 Options			
9.01 110/120 Volt Stanby	$1,500.00	$0.00	$0.00
9.02 2-Year Compressor warranty	$1,800.00	$0.00	$0.00
9.03 Back Up Camera	$760.00	$0.00	$0.00
9.04 Back Up sensors	$520.00	$0.00	$0.00
9.05 Extra Racks/Supports Each	$126.00	$0.00	$0.00
Total Unit Bid	**$39,673.00**	$0.00	$0.00

Administrative Services Committee Meeting
9/11/2006 1:00 PM
Salvation Army 2006 CDBG Agreement

Department: Housing & Economic Development

Caption: Approve Amendment to the Salvation Army's (SA) 2006 CDBG Agreement.

Background:

The Salvation Army was awarded a 2006 CDBG allocation of $17,000. In accordance with the CDBG regulations, for receipt of the funds, an agreement between the City and the agency is required. Our staff uses a standard HUD-approved CDBG agreement for all agencies receiving CDBG funds. When the Salvation Army returned their signed agreement, certain language had been stricken out as indicated on the attached agreement and below. HED staff and City Attorney Vanessa Flournoy met with Major James Hall of the Salvation Army. As a result of that consultation, we are proposing that the Salvation Army 2006 CDBG agreement be modified as outlined below: SA Change Request #1: • Page 5, 15. "Insurance & Bonding" – Delete sentence - "All such policies shall provide that no act or omission of Grantee or its agents, servants, or employees shall in any way invalidate any insurance coverage for the other named insured." Attorney Suggested Modification to #1: None, the sentence shall remain as is. SA Change Request #2: • Page 5, 15. "Insurance & Bonding" – Delete sentence - "All insurance policies required hereunder, or copies thereof, shall be provided to Grantee by Subrecipient. Attorney Suggested Modification to #2: The sentence remains as is with the addition of the following sentence at the end of the paragraph: "If subrecipient is self insured, Subrecipient shall provide a certificate of coverage to Grantee." SA Change Request #3: • Page 5, 17. Open Meetings Law Compliance "Accordingly" is stricken out to be replaced with "if applicable". Attorney Suggested Modification to #3: The word "accordingly" will be replaced with the words "if applicable". SA Change Request #4: • Page 6, 17 Open Meetings Law Compliance The following paragraph is

	stricken out “Subrecipient shall provide to the Grantee a tentative annual schedule of the Board of Directors meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.” Attorney Suggested Modification to #4: The paragraph is replaced with the following language: "Subrecipient shall provide to the Grantee a tentative annual schedule of the Board of Directors’ meetings and the Augusta Advisory Board Meetings. Publications and minutes of each meeting of the Augusta Advisory Board shall be submitted to Grantee within 30 days after each meeting. Upon request of Grantee, minutes of the Board of Directors’ meeting shall be submitted to Grantee within 30 days of such request." SA Change Request #5: • Pages 10-11, 21. Other Provisions “Sexual orientation” is stricken out in paragraphs A. (1), (2) and B. Attorney Suggested Modification to #5: All references to “sexual orientation” have been deleted from the agreement.
Analysis:	The Commission’s approval of these changes will allow the Salvation Army to proceed with the execution of their 2006 CDBG agreement and expend their funds.
Financial Impact:	None
Alternatives:	1) Approve changes. 2) Deny changes.
Recommendation:	Approve the proposed amendments to the Salvation Army’s (SA) 2006 CDBG Agreement
Funds are Available in the Following Accounts:	CDBG Project #0605L - $17,000

REVIEWED AND APPROVED BY:

Finance.
Administrator.
Clerk of Commission

EXCERPT FROM   CDBG

12. INDIRECT COSTS

Indirect costs will only be paid if Subrecipient has an indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Agreement.

13. TRAVEL

Subrecipient shall obtain prior written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement. All Federal Travel regulations are applicable (41 CFR Part 301)

[illegible]

Subrecipient agrees to indemnify and hold harmless Grantee from any and all claims in any way related to or arising out of Subrecipient's performance of its obligations hereunder and/or Subrecipient's failure to perform its obligations hereunder or related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring in connection with Subrecipient's performance or non-performance of its obligations hereunder. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Agreement.

15. INSURANCE & BONDING

Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees handling funds received or disbursed and/or signing or co-signing checks to disburse funds under this agreement. The fidelity bond shall be in an amount not less than one hundred percent (100%) of the contract amount. The Subrecipient shall furnish the Grantee proof of an adequate fidelity bond within thirty (30) days of the effective date of this agreement and prior to any disbursement of funds hereunder.

All policies providing insurance coverage required to be maintained by Subrecipient hereunder shall list Grantee, The Augusta-Richmond County Commission and its Mayor, and their officers, agents, members, employees and successors as named insured, as their interests may appear, and shall be issued by an insurance carrier or carriers licensed to do business in the State of Georgia and reasonably acceptable to Grantee. ~~All such policies shall provide that no act or omission of Grantee or its agents, servants, or employees shall in any way invalidate any insurance coverage for the other named insured.~~ No insurance policy providing any insurance coverage required to be provided by Subrecipient hereunder shall be canceiable without at least 15 days advance written notice to Grantee. ~~All insurance policies~~ [illegible]

16. GRANTOR RECOGNITION

Subrecipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein all publications made possible with funds made available under this Agreement.

17. OPEN MEETINGS LAW COMPLIANCE

Subrecipient is if applicable subject to the Georgia Open Meetings Law if it receives more than 33 1/3% of its funds from taxpayer sources. ~~Accordingly~~, the Subrecipient will take the following compliance measures: it will notify the Augusta Chronicle, and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings; it will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee. The press, public and the Grantee shall not be denied admittance to the Subrecipient's board meetings.

~~*Subrecipient shall provide to the Grantee a tentative annual schedule of the Board of Directors' meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.*~~

18. ASSIGNMENT

Without the prior written consent of the Grantee, this Agreement is not assignable by the Subrecipient, either in whole or in part.

19. ENTIRE AGREEMENT; ALTERATION

This Agreement is the entire agreement between the parties hereto. No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. *Only one amendment to said agreement shall be allowed during the program year.*

20. GENERAL TERMS AND CONDITIONS

A. REPORTS

The Subrecipient agrees to submit to Grantee quarterly progress reports and any other reports that may be specified in Appendix D.

B. CLIENT DATA

Subrecipient agrees to maintain racial, ethnic, gender, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project.

C. RECORDS TO BE MAINTAINED

Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to the items listed below:

(1) Records providing a full description of each activity undertaken;

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;

(3) Records required to determine the eligibility of activities;

(4) Financial records as required by 24 CFR Part 570.502, and OMB Circular A-133; and

(5) Other records necessary to document compliance with Subpart K of 24 CFR 570.

Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. If the Subrecipient receives $500,000 or more in combined federal assistance, it agrees to obtain an audit conducted in accordance with OMB Circular A-133. However, if an audit is not required, the use or purpose by the Subrecipient, the Grantee and the Subrecipient shall execute a promissory note and deed to secure debt which shall contain such terms and conditions as the Grantee in its sole discretion shall require.

21. OTHER PROVISIONS

A. Equal Employment Opportunity

The following provisions (1) and (2) are applicable to all contracts and subcontracts, provisions (3) through (7) are applicable to all non-exempt construction contracts and subcontracts which exceed $10,000:

(1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, except as allowed by Executive Order 13279, sex, age, handicap, disability, ~~sexual orientation~~, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ~~sexual orientation~~, ancestry, 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 Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, except as allowed by Executive Order 13279, sex, age, handicap, disability, ~~sexual orientation~~, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

(3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375, 13279 and 12086, copies of which are on file and available at the Grantee, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Subrecipient will furnish all information and reports required by Executive Orders 11246 of September 24, 1965, as amended, by Executive Order 13279 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement; or with any of the said rules, regulations, or orders, this

Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 13279 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 13279 or as otherwise provided by law.

(7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, by Executive Order 13279 so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantee policy and all requirements imposed by or pursuant to the Regulations of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, except as allowed by Executive Order 13279, sex, age, handicap, disability, ~~sexual orientation~~, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development Block Grant Program funds.

Specific (not exclusive) Discriminatory Actions Prohibited:

The Subrecipient may not directly or through contractual or other arrangements, on the grounds of race, color, creed, religion, except as allowed by Executive Order 13279, sexual orientation, ancestry, national origin, marital status, familial status, age, handicap, disability, sex or other basis prohibited by applicable law:

(1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.

(2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.

(3) Subject to segregated or separate treatment in any facility, or in any other matter or process related to receipt of any service or benefit under the program or activity.

(4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

Administrative Services Committee Meeting
9/11/2006 1:00 PM
Salvation Army 2006 ESG Agreement

Department: Housing and Economic Development

Caption: Approve Amendment to the Salvation Army's (SA) 2006 ESG Agreement.

Background:

The Salvation Army was awarded a 2006 ESG allocation of $10,000. In accordance with the ESG regulations, for receipt of the funds, an agreement between the City and the agency is required. Our staff uses a standard HUD-approved ESG agreement for all agencies receiving ESG funds. When the Salvation Army returned their signed agreement, certain language had been stricken out as indicated on the attached agreement and below. Staff and Vanessa Flournoy met with Major James Hall of the Salvation Army. As a result of that consultation, we are proposing that the Salvation Army 2006 ESG agreement be modified as outlined below: SA Change Request #1: • Page 6, 15. "Insurance & Bonding" – Delete sentence - "All such policies shall provide that no act or omission of Grantee or its agents, servants, or employees shall in any way invalidate any insurance coverage for the other named insured." Attorney Suggested Modification to #1: None, the sentence shall remain as is. SA Change Request #2: • Page 6, 15. "Insurance & Bonding" – Delete sentence - "All insurance policies required hereunder, or copies thereof, shall be provided to Grantee by Subrecipient." Attorney Suggested Modification to #2: The sentence remains as is with the addition of the following sentence at the end of the paragraph: "If subrecipient is self insured, Subrecipient shall provide a certificate of coverage to Grantee." SA Change Request #3: • Page 6, 17. Open Meetings Law Compliance "Accordingly" is stricken out to be replaced with "if applicable". Attorney Suggested Modification to #3: The word "accordingly" will be replaced with the words "if applicable". SA Change Request #4: • Page 6, 17 Open Meetings Law Compliance The following paragraph was stricken out of the CDBG, therefore, we

	assume SA wants this changed in the ESG agreement also - “Subrecipient shall provide to the Grantee a tentative annual schedule of the Board of Directors meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.” Attorney Suggested Modification to #4: The paragraph is replaced with the following language: "Subrecipient shall provide to the Grantee a tentative annual schedule of the Board of Directors’ meetings and the Augusta Advisory Board Meetings. Publications and minutes of each meeting of the Augusta Advisory Board shall be submitted to Grantee within 30 days after each meeting. Upon request of Grantee, minutes of the Board of Directors’ meeting shall be submitted to Grantee within 30 days of such request."
Analysis:	The Commission’s approval of these changes will allow the Salvation Army to proceed with the execution of their 2006 ESG agreement and expend their funds.
Financial Impact:	None
Alternatives:	1) Approve changes. 2) Deny changes.
Recommendation:	Approve amendments to the Salvation Army’s (SA) 2006 ESG Agreement
Funds are Available in the Following Accounts:	ESG Project #0610E - $10,000

REVIEWED AND APPROVED BY:

Finance.
Administrator.
Clerk of Commission

Trom G   S. A. Agg

12. **INDIRECT COSTS**

Indirect costs will only be paid if Subrecipient has an indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Agreement.

13. **TRAVEL**

Subrecipient shall obtain prior written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement. All Federal Travel regulations are applicable (41 CFR Part 301).

14. **INDEMNIFICATION**

Subrecipient agrees to indemnify and hold harmless Grantee from any and all claims in any way related to or arising out of Subrecipient's performance of its obligations hereunder and/or Subrecipient's failure to perform its obligations hereunder or related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring in connection with Subrecipient's performance or non-performance of its obligations hereunder. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Agreement.

15. **INSURANCE & BONDING**

Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees handling funds received or disbursed and/or signing or co-signing checks to disburse funds under this agreement. The fidelity bond shall be in an amount not less than one hundred percent (100%) of the contract amount. The Subrecipient shall furnish the Grantee proof of an adequate fidelity bond within thirty (30) days of the effective date of this agreement and prior to any disbursement of funds hereunder.

All policies providing insurance coverage required to be maintained by Subrecipient hereunder shall list Grantee, The Augusta-Richmond County Commission and its Mayor, and their officers, agents, members, employees and successors as named insured, as their interests may appear, and shall be issued by an insurance carrier or carriers licensed to do business in the State of Georgia and reasonably acceptable to Grantee. ~~All such policies shall provide that no act or omission of Grantee or its agents, servants, or employees shall in any way invalidate any insurance coverage for the other named insured.~~ No insurance policy providing any insurance coverage required to be provided by Subrecipient hereunder shall be cancelable without at least 15 days advance written notice to Grantee. ~~All insurance policies required hereunder, or copies thereof, shall be provided to Grantee by Subrecipient.~~

16. **GRANTOR RECOGNITION**

Subrecipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein all publications made possible with funds made available under this Agreement.

17. **OPEN MEETINGS LAW COMPLIANCE**

Subrecipient is if applicable subject to the Georgia Open Meetings Law if it receives more than 33 1/3% of its funds from taxpayer sources. ~~Accordingly~~, the Subrecipient will take the following compliance measures: it will notify the Augusta Chronicle, and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings; it will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each

meeting and make the same available for inspections by the press, the public and the Grantee. The press, public and the Grantee shall not be denied admittance to the Subrecipient's board meetings.

~~Subrecipient shall provide to the Grantee a tentative annual schedule of the Board of Directors meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.~~

18. ASSIGNMENT

Without the prior written consent of the Grantee, this Agreement is not assignable by the Subrecipient, either in whole or in part.

19. ENTIRE AGREEMENT; ALTERATION

This Agreement is the entire agreement between the parties hereto. No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. *Only one amendment to said agreement shall be allowed during the program year.*

20. GENERAL TERMS AND CONDITIONS

A. REPORTS

The Subrecipient agrees to submit to Grantee quarterly progress reports and any other reports that may be specified in Appendix D.

B. CLIENT DATA

Subrecipient agrees to maintain racial, ethnic, gender, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project.

C. RECORDS TO BE MAINTAINED

Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to the items listed below:

(1) Records providing a full description of each activity undertaken;

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;

(3) Records required to determine the eligibility of activities;

(4) Financial records as required by 24 CFR Part 570.502, and OMB Circular A-133; and

(5) Other records necessary to document compliance with Subpart K of 24 CFR 570.

Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. If the Subrecipient receives $500,000 or more in combined federal assistance, it agrees to obtain an audit conducted in accordance with OMB Circular A-133. However, if an audit is not required, the