

CITY COUNCIL REPORT



Meeting Date: April 16, 2013
 General Plan Element: *Public Services & Facilities*
 General Plan Goal: *Provide services to improve neighborhoods and the lives of Scottsdale residents*

ACTION

Public Hearing on Scottsdale's Community Development Block Grant (CDBG) Program Fiscal Year 2013/14 Annual Action Plan and adoption of Resolution No. 9367.

1. Solicit public testimony regarding the Fiscal Year 2013/14 Annual Action Plan for the use of Community Development Block Grant (CDBG) funds in the amount of \$1,446,949 and HOME Investment Partnership Program (HOME) funds in the amount of \$250,943; and
2. Adopt Resolution No. 9367:
 - Approving the FY 2013/14 Annual Action Plan (Plan) for the City of Scottsdale Community Development Block Grant (CDBG) Program and authorizing the City Manager to execute appropriate certifications and submit the Plan to the U.S. Department of Housing and Urban Development (HUD);
 - Authorizing the City Manager, on behalf of the City, to execute a contract with HUD for FY 2013/14 CDBG funding and approving the purposes for which the FY 2013/14 CDBG funds may be expended;
 - Approving the manner in which FY 2012/13 HOME funds shall be allocated;
 - Approving the reprogramming of remaining CDBG and HOME funds under prior years' funding;
 - Approving allocations for CDBG and HOME funds, as recommended by the Human Services Commission and described in Exhibits A and B to the resolution, contingent upon HUD's allocation and the City's receipt of such funds;
 - Authorizing the Mayor, on behalf of the City, to execute contracts with agencies to be funded with CDBG and HOME funds for FY 2013/14, contingent upon HUD's allocation and the City's receipt of such funds and subject to and contingent upon the execution of the HUD grant contracts for FY 2013/14 funding;

- Approving the return of program income from the repayment of deferred loans from recipients of the Housing Rehabilitation Program to the City's CDBG Line of Credit or Revolving Loan Fund to be expended on eligible rehabilitation activities;
- Approving the return of all other program income from CDBG funded activities to the City's CDBG Line of Credit to be expended on other eligible CDBG activities;
- Authorizing the Community Assistance Manager to execute all documents related to the City's Housing Rehabilitation Program; and
- Authorizing the Community Assistance Manager to adjust the allocations of CDBG and HOME funds as necessary based upon final federal funding allocations to the City.

Related Resolution Numbers

City Council adopted Resolution No. 9023 on May 8, 2012, authorizing and adopting FY 2012/13 Annual Action Plan for use of CDBG and HOME funds.

BACKGROUND

Each year, CDBG funds are awarded on a noncompetitive basis, through federal block grants, to communities with populations greater than 50,000. The amount of funding allocated is based on a HUD formula comprised of overcrowded housing, population and poverty levels; or age of housing, population growth and poverty. The primary categories of eligible expenditures are Public Services (limited to a maximum of 15% of the current year's allocation plus prior year's program income received), Non-Public Services which include housing rehabilitation activities, public facility improvements and economic development activities, and Administration and Planning (limited to a maximum of 20% of the current year's allocation.) The expenditures must be consistent with the City's Five-Year Consolidated Plan. Funds may be sub-granted to non-profits, as well as other units of government. A minimum of 70% of the funds must benefit low and moderate-income households.

HOME funds are also a federal block grant and are available to the City of Scottsdale as a result of participation in the Maricopa HOME Consortium. Other members of the Consortium include Maricopa County, Avondale, Chandler, Gilbert, Glendale, Peoria, Surprise and Tempe. The City of Scottsdale has participated in and has administered the HOME program the past 19 years. HOME supports a wide range of housing activities that increase the supply of affordable housing for low-income persons through publically awarded contracts.

Scottsdale's HOME program supports a wide range of high quality, safe, and affordable housing projects. The intent of the HOME program is to provide decent affordable housing to lower-income households, expand the capacity of non-profit housing providers, strengthen the ability of state and local governments to provide housing, and leverage private sector participation.

The HOME program requires participating agencies who receive HOME funding to provide a match for an amount equal to no less than 25% of the total HOME funds awarded. To be considered eligible as a match, a contribution must be made from non-federal sources and must be a permanent contribution to a HOME activity. The City requires subrecipients of HOME funds to provide the required match. Typical uses of HOME funds include both single-family and multi-family housing acquisition, rehabilitation, new construction, and tenant-based rental assistance.

CDBG and HOME funds must be used to benefit persons whose income falls below 80% of the area median income level. Any remaining unspent funds at contract expiration are reprogrammed, or added to the total amount of HOME funds available for the next funding cycle.

The City of Scottsdale receives program income from the repayment of deferred loans from recipients of the Housing Rehabilitation program. These funds are required to be returned to the city's CDBG Line of Credit or Revolving Loan Fund and expended on eligible rehabilitation activities.

The City also receives program income from other activities funded with CDBG. These funds are required to be returned to the City's CDBG Line of Credit and expended on other eligible CDBG activities.

ANALYSIS & ASSESSMENT

Recent Staff Action

Staff is currently administering the CDBG program for Fiscal Year 2012/13, through the Annual Action Plan approved by Council on May 8, 2012, and administering the HOME Program through the Maricopa County Consortium for the use of awarded funds and associated activities.

Significant Issues to be Addressed

The City of Scottsdale has participated in and administered the CDBG program the past 38 years. Participation in the 39th year of the program demonstrates the City's commitment to the welfare of Scottsdale citizens and to meeting the national objectives of HUD which are: benefiting low and moderate-income persons, addressing slums or blight, and meeting a particularly urgent community need.

Community Involvement

The HUD Consolidated Plan regulations require the City of Scottsdale to submit to HUD an Annual Action Plan on the proposed use of all allocated CDBG funds, prior to the start of the fiscal year in July. The Annual Action Plan is developed in compliance with specific HUD regulations for solicitation of public comments and must be consistent with the City's adopted Five-Year Consolidated Plan. The public hearing is designed to solicit any additional input regarding the use of CDBG and HOME funding, and approve recommended uses for all available funding. Submission of the Annual Action Plan will secure the City's FY 2013/14 annual CDBG allocation.

This council action will allocate funding to a variety of human services and housing projects in response to the recommendations of the Human Services Commission. The Human Services Commission hosted a public meeting on February 5, 2013 hearing presentations from non-profit

agencies requesting funding for public services, housing activities, and public facility improvements. The Human Services Commission was provided the opportunity to ask questions about the agencies and their services to assist them in evaluating the proposals. At the March 14, 2013 and March 28, 2013 public meetings, the Human Services Commission made their funding recommendations for City Council's consideration.

The Human Services Commission's final recommendations provide funding to 9 agencies, which will provide public services, public facility improvements and housing opportunities to an estimated 1,243 individuals. The final recommendations also provide funding to the City of Scottsdale's Housing Rehabilitation Program, Emergency Repair Program and Roof Repair and Replacement Program, as well as funding for four (4) City facility and public improvement projects, as shown in Exhibits A and B of the Resolution No. 9367.

RESOURCE IMPACTS

Available funding

HUD has not released FY 2013/14 CDBG and HOME funding allocations, due to the federal sequestration. HUD anticipates budget reductions for CDBG and HOME of 5% of FY 2012/13 funding allocations, which were reduced by 11% from FY 2011/12. The estimated funding allocations included in this Council Action are based on a 5% budget reduction. At the March 14, 2013 meeting, the Human Services Commission approved staff to adjust the allocations of CDBG and HOME funds as necessary based upon final federal funding allocations.

The Human Services Commission is recommending funding for the programs and services which are as shown on Exhibits A and B to Resolution 9367. The estimated FY 2013/14 CDBG funding allocation of \$895,216 plus \$551,733 in reprogrammed funds from prior years' grants and remaining program income from the Sale of the Civic Center Senior Center total \$1,446,949. The recommended award of CDBG funds for programs, facilities and public improvements and housing activities is \$1,267,906, and \$179,043 for estimated planning and administrative costs.

The estimated FY 2013/14 HOME allocation of \$209,373 plus reprogrammed funds from previous years in the amount of \$41,570 totals \$250,943. Recommendation of award of HOME funds for programs and services is \$237,857, and \$13,086 for estimated planning and administrative costs.

The funding recommendations, estimated planning and administrative costs, and estimated amount of program income have been included in the proposed Fiscal Year 2013/14 Grants Budget for CDBG and HOME funds.

Staffing, Workload Impact

No additional staff is requested in this action.

Maintenance Requirements

Additional support costs related to the CDBG and HOME programs will be covered by FY 2013/14 CDBG Administrative allocation.

Future Budget Implications

Future acceptance of CDBG and HOME funds may require additional General Fund administrative support due to continued federal budget reductions.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach Option A

Approve Resolution No. 9367, approving the FY 2013/14 Annual Action Plan (Plan) for the City of Scottsdale Community Development Block Grant (CDBG) Program and authorizing the submittal of the Plan to the U.S. Department of Housing and Urban Development (HUD); approving the execution of a contract with HUD, by the City Manager on behalf of the City, and the purposes for which the FY 2013/14 CDBG funds may be expended; approving the manner in which FY 2013/14 HOME Investment Partnership Program (HOME) Funds shall be allocated; approving the reprogramming of remaining CDBG and HOME funds under prior years' funding; approving allocations for CDBG and HOME funds, as recommended by the Human Services Commission and described in Exhibits A and B to the resolution; authorizing the execution of contracts to be funded with CDBG and HOME funds for FY 2013/14, contingent upon HUD's allocation of such funds; approving the return of program income from the repayment of deferred loans from recipients of the Housing Rehabilitation Program to the City's CDBG Line of Credit or Revolving Loan Fund to be expended on eligible rehabilitation activities; approving the return of all other program income from CDBG funded activities to the CDBG Line of Credit to be expended on eligible CDBG activities; authorizing the Community Assistance Manager to execute all documents related to the City's Housing Rehabilitation Program; and authorizing the Community Assistance Manager to adjust the allocations of CDBG and HOME funds as necessary based upon final federal funding allocations to the City.

HUD requires approval of the Annual Action Plan for the City of Scottsdale to receive CDBG funding and administer the CDBG Program. The Plan proposes the use of all allocated funds and the submission of the Plan will secure FY 2013/14 annual CDBG allocation.

Description of Option B

Do not approve Resolution No. 9367. Not approving the Annual Action Plan will result in the City of Scottsdale losing \$1,446,949 in federal CDBG funding and \$250,943 in federal HOME funding for FY 2013/14, which would be used to provide support for human services, public facility improvements and housing programs for low and moderate-income individuals and families living in Scottsdale.

Proposed Next Steps

If Resolution No. 9367 is approved staff will continue to operate the CDBG and HOME programs in compliance with federal regulations and will negotiate contracts with agencies that have been awarded funding, effective July 1, 2013,

RESPONSIBLE DEPARTMENT(S)

Community Services, Human Services, Community Assistance Office

STAFF CONTACTS (S)

Michelle Albanese, Community Assistance Manager, malbanese@scottsdaleaz.gov

APPROVED BY


William B. Murphy, Executive Director

4/2/13
Date

(480)312-7954, bmurphy@scottsdaleaz.gov


David N. Smith, City Treasurer

4-2-13
Date

(480) 312-2364, dasmith@scottsdaleaz.gov

ATTACHMENTS

1. Resolution No. 9367 (including Exhibits A, B, C and D)
2. Resolution No. 9023
3. Annual Action Plan FY 2013/14

RESOLUTION NO. 9367

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, APPROVING THE FISCAL YEAR 2013/14 ANNUAL ACTION PLAN (PLAN) FOR THE CITY OF SCOTTSDALE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND AUTHORIZING THE SUBMITTAL OF THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); APPROVING THE EXECUTION OF A CONTRACT WITH HUD AND THE PURPOSES FOR WHICH THE FISCAL YEAR 2013/14 CDBG FUNDING MAY BE EXPENDED; APPROVING THE MANNER IN WHICH FISCAL YEAR 2013/14 HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDS SHALL BE ALLOCATED; APPROVING THE REPROGRAMMING OF REMAINING CDBG AND HOME FUNDS UNDER PRIOR YEARS' FUNDING; APPROVING ALLOCATIONS FOR CDBG FUNDS AND HOME FUNDS, AS RECOMMENDED BY THE HUMAN SERVICES COMMISSION; AUTHORIZING THE EXECUTION OF CONTRACTS TO BE FUNDED FROM THESE PROGRAMS FOR THE 2013/14 FISCAL YEAR, CONTINGENT UPON HUD'S ALLOCATION OF SUCH FUNDS; APPROVING THE RETURN OF PROGRAM INCOME FROM THE REPAYMENT OF DEFERRED LOANS FROM RECIPIENTS OF THE HOUSING REHABILITATION PROGRAM TO THE CITY'S CDBG LINE OF CREDIT OR REVOLVING LOAN FUND TO BE EXPENDED ON ELIGIBLE REHABILITATION ACTIVITIES; APPROVING THE RETURN OF ALL OTHER PROGRAM INCOME, FROM CDBG FUNDED ACTIVITIES, TO THE CITY'S CDBG LINE OF CREDIT TO BE EXPENDED ON ELIGIBLE CDBG ACTIVITIES; AUTHORIZING THE COMMUNITY ASSISTANCE MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO THE CITY'S HOUSING REHABILITATION PROGRAM; AND AUTHORIZING THE COMMUNITY ASSISTANCE MANAGER TO ADJUST THE ALLOCATIONS OF CDBG AND HOME FUNDS AS NECESSARY BASED UPON THE FINAL FEDERAL FUNDING ALLOCATIONS TO THE CITY.

WHEREAS, the City of Scottsdale is eligible to receive funding from the U.S. Department of Housing and Urban Development (HUD) for Fiscal Year 2013/14 in the estimated amount of \$895,216 in Community Development Block Grant (CDBG) funds and approximately \$209,373 in HOME Investment Partnerships Program (HOME) funds; and

WHEREAS, the City of Scottsdale has CDBG funds from prior years' grants and remaining program income from the sale of Civic Center Neighborhood Center in the amount of \$551,733 available for reprogramming, which brings the estimated total CDBG funding to \$1,446,949; and

WHEREAS, the City of Scottsdale has HOME funds from prior years' grants in the amount of \$41,570 available for reprogramming, which brings the total estimated HOME funding to \$250,943; and

WHEREAS, when the City of Scottsdale receives any program income from the repayment of deferred loans from recipients of the Housing Rehabilitation Program, these funds are to be returned to the City's CDBG Line of Credit or revolving loan fund and expended on eligible rehabilitation activities; and

WHEREAS, when the City of Scottsdale receives any other program income from CDBG funded activities, these funds are to be returned to the City's CDBG Line of Credit and expended on other eligible CDBG activities; and

WHEREAS, the Human Services Commission held a public meeting on February 5, 2013, heard presentations from non-profit organizations relating to public and housing services and facilities funding, asked

questions about the services the organizations were proposing to provide and evaluated the proposals that had been presented; and

WHEREAS, on March 14, 2013 and March 28, 2013, the Human Services Commission made recommendations to the City Council for its consideration and approval, relating to projects to be funded for Fiscal Year 2013/14, as shown in Exhibits A and B to this Resolution; and

WHEREAS, the Human Services Commission also recommended that City staff be authorized to adjust the allocations of CDBG and HOME funds as necessary based upon final federal funding allocations to the City;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Arizona, as follows:

Section 1. The City Council hereby approves the City of Scottsdale's Fiscal Year 2013/14 Annual Action Plan and authorizes the City Manager to execute, on behalf of the City, appropriate certifications and submit the Plan to the U.S. Department of Housing and Urban Development.

Section 2. The Fiscal Year 2013/14 CDBG Annual Action Plan submitted to HUD shall reflect the following usage of funding, and the City Manager is hereby authorized, on behalf of the City, to execute a contract with HUD for Fiscal Year 2013/14 CDBG funding:

Public Service Activities	\$ 134,282
Housing Rehabilitation Activities	\$ 650,000
Public Facilities & Improvements	\$ 448,000
Public Facilities Projects Contingency	\$ 35,624
Program Administration	\$ 179,043

TOTAL CDBG ACTIVITIES **\$1,446,949**

Section 3. The Fiscal Year 2013/14 HOME funds shall be allocated in the following manner, contingent upon each non-profit organization securing the necessary 25% cash match from non-federal sources:

Acquisition/Rehabilitation of Real Property	\$ 237,857
Program Administration Costs	\$ 13,086

TOTAL HOME ACTIVITIES **\$ 250,943**

Section 4. The City Council hereby approves the reprogramming of remaining funds from prior years' funding for CDBG and HOME programs. The reprogrammed CDBG and HOME funds shall be used in those respective programs.

Section 5. The City Council authorizes and approves the funding of organizations, projects, and activities in the amounts listed in Recommendations for FY 2013/14 Funding as summarized in Exhibit A and described in Exhibit B to this Resolution, which are both incorporated by this reference, contingent upon HUD's allocation and the City's receipt of the CDBG and HOME funds necessary to make awards in such amounts. The mayor is hereby authorized to execute, on behalf of the City, CDBG contracts with the identified non-profit subrecipients, subject to and contingent upon the execution of a CDBG grant contract for FY 2013/2014 between the City and HUD and the final negotiation of scopes of work and contract terms with subrecipients. The City's CDBG contracts with the identified non-profit subrecipients shall substantially conform to the form attached as Exhibit C to this Resolution. The Mayor is also hereby authorized to execute, on behalf of the City, HOME contracts with subrecipients and/or Community Housing Development Organizations (CHDOs) subject to and contingent upon the execution of the necessary grant contracts between the Maricopa County HOME Consortium and HUD and the final negotiation of scopes of work and contract terms with subrecipients and/or CHDOs. The City's HOME contracts with the identified subrecipients and/or CHDOs shall substantially conform

to the form attached as Exhibit D to this Resolution unless an alternative format is required by the Maricopa County HOME Consortium.

Section 6. The City Council hereby approves the return of program income from the repayment of deferred loans from recipients of the Housing Rehabilitation Program to the City's CDBG line of credit or revolving loan fund to be expended on eligible rehabilitation activities.

Section 7. The City Council hereby approves the return of all other program income from CDBG funded activities to the City's CDBG Line of Credit to be expended on other eligible CDBG activities.

Section 8. The City Council hereby authorizes the City's Community Assistance Manager to execute all documents related to the City's Housing Rehabilitation Program.

Section 9. The City Council hereby authorizes the City's Community Assistance Manager to adjust the allocations of CDBG and HOME funds as necessary based upon the final federal funding allocations to the City.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona, this 16th day of April, 2013.

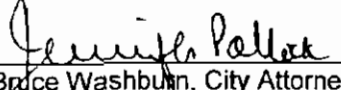
CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST

Carolyn Jagger, City Clerk

W. J. "Jim" Lane, Mayor

APPROVED AS TO FORM:



Bruce Washburn, City Attorney
By Jennifer Pollock
Assistant City Attorney

**CITY OF SCOTTSDALE
PROJECTS RECOMMENDED FOR FY 2013/14 FUNDING**

CDBG FUNDING - \$1,446,949 (\$895,216 estimated FY 2013/14 allocation + \$551,733 reprogrammed funds)

PUBLIC SERVICES - \$134,282

Big Brothers Big Sisters of Central Arizona - Scottsdale Mentoring Program - \$8,500

Through the Scottsdale Mentoring program, adult mentors will be provided to approximately 35 children, ages 6-15, of low-income families who can benefit from a caring and supportive relationship.

Chrysalis Shelter for Victims of Domestic Violence – Transitional Housing/Crisis Shelter - \$24,000

Through the Transitional Housing Program and Crisis Shelter for Residents of Scottsdale, approximately 22 homeless adults and their children who are victims of domestic violence will be provided shelter, related supportive counseling, and case management services.

Family Promise Greater Phoenix – Emergency Shelter Program - \$16,957

Through the Emergency Shelter Program, 250 homeless adults and children will be provided emergency housing, food, clothing, case management and counseling.

Homeward Bound – Family Services for Scattered Sites - \$17,000

Through the Family Services Scattered Sites Program, approximately 45 homeless adults and children will receive transitional housing and comprehensive social services.

Save the Family Foundation of Arizona (STF) – Case Management and Adult Services - \$17,500

Through the Case Management and Adult Services Program, approximately 24 homeless adults and children living in the agency's Transitional Living Program will be provided case management and supportive services including child care, parenting skills, financial literacy and workforce development training.

Scottsdale Training & Rehabilitation Services, Inc. (STARS) – Osborn Employment Services & Work Center - \$26,723

Through STARS Osborn Employment Services and Work Center, job readiness assessment and training, job development and placement, on-the-job training and coaching and transportation assistance will be provided to 50 adults with severe disabilities.

Tempe Community Action Agency (TCAA) - Senior Action Program – Congregate Meals Program - \$23,602

Through the Senior Action Congregate Meals Program, approximately 680 elderly Scottsdale residents will receive meals, nutrition screenings, socialization opportunities, and health and fitness opportunities at the Granite Reef Senior Center.

NON-PUBLIC SERVICES – HOUSING REHABILITATION AND FACILITIES AND PUBLIC IMPROVEMENTS - \$1,098,000

HOUSING REHABILITATION - \$650,000

City of Scottsdale - Housing Rehabilitation Program - \$440,000

The City of Scottsdale Community Assistance Office administers the Housing Rehab program. This funding will provide assistance to 12 low/moderate income eligible, owner occupied single family homeowners by repairing and/or replacing items to eliminate structural code violations and preventing incipient code violations, upgrading building components to meet property rehabilitation standards, and providing modifications for the disabled and elderly for their homes.

City of Scottsdale – Roof Replacement and Repair Program - \$60,000

The City of Scottsdale Community Assistance Office will administer the Roof Replacement and Repair program. The program is designed to repair or replace deteriorated roofs to maintain the safety and habitability of the household. This funding will provide assistance to 10 low/moderate income eligible, owner occupied single family homeowners with roof repairs or replacements.

City of Scottsdale - Emergency Home Repair Program - \$150,000

The City of Scottsdale Community Assistance Office will administer the Emergency Repair program. This program will provide 45 low/moderate income eligible, owner occupied single-family homeowners with emergency type repairs required to maintain the safety and habitability of the household.

FACILITIES AND PUBLIC IMPROVEMENTS - \$448,000

Central Arizona Shelter Services, Inc. (CASS) – Regional Single Adult Shelter Improvements - \$50,000

Shelter Improvements to the Regional Single Adult Shelter will include replacement of the mechanical system, duct-work redirecting and enhancements, replacement of the hot water system to a tank-less system, installation of sky lights in common areas for the provision of natural lighting and installation of solar panels. The renovated shelter will provide shelter services to 70 individuals.

City of Scottsdale –ADA Playground Equipment Replacement and Installation of Shade Structures - \$173,000

Papago Rotary Neighborhood Park - 7316 E. Garfield Street - \$90,000

Replacement of existing playground equipment with new ADA accessible playground equipment in the same location and installation of new shade structures at Papago Rotary Neighborhood Park will provide accessible recreation opportunities to children in the surrounding low-moderate income neighborhoods.

Paiute Park - 3210 N. 66th Street - \$83,000

Replacement of existing playground equipment with new ADA accessible playground equipment in the same location and installation of new shade structures at Paiute Park will provide accessible recreation opportunities to children in the surrounding low-moderate income neighborhoods.

City of Scottsdale - LED Lighting - \$100,000

Installation of LED energy efficient lighting in designated low-moderate income census tracts will provide long-term energy cost savings, stable light output and longer projected lighting life.

Paiute Neighborhood Center Facility Improvements - 6535 E. Osborn Road - Canopy Cover Installation- \$125,000

Installation of the final phase of the walkway canopy cover at the Paiute Neighborhood will complete the canopy project. Completion of the canopy will provide the public coverage from the elements as they walk the expanse of the campus to access a variety of public services.

CONTINGENCY FUNDS - \$35,624

The CDBG Contingency Funds is available for cost overrun for any Public Facility and Improvement Project identified in FY 2013/14 Annual Action Plan.

PROGRAM ADMINISTRATION COSTS - \$179,043

Scottsdale Community Assistance Office - Administration and Planning - \$179,043

Funds budgeted in this category will cover expenditures relating to planning and preparing Annual Action Plans, performance and evaluation reports, environmental reviews, labor standards reports, locally compatible grant applications, activities to affirmatively further fair housing, and general administrative staff and equipment costs to operate the CDBG program through the Community Assistance Office.

HOME FUNDING - \$250,943 (\$209,373 estimated FY 2013/14 allocation + \$41,570 re-programmed HOME Funds)

ACQUISITION/REHABILITATION OF REAL PROPERTY - \$237,857

Newtown Community Development Corporation- Scottsdale Community Land Trust Homeownership- \$237,857

Newtown Community Development Corporation will acquire and rehabilitate approximately 4 single-family homes and resell these homes to qualified low-income, first-time homebuyers using a Community Land Trust (CLT.) CLT ground lease requires owner-occupancy and contains a shared appreciation provision that helps ensure homes remain affordable and are sold to low and moderate-income homebuyers for the life of the 99-year ground lease. Foreclosed properties will be targeted for acquisition although other properties may also be acquired.

PROGRAM ADMINISTRATION COSTS - \$13,086

City of Scottsdale – Administration and Planning - \$13,086

Funds budgeted in this category will cover expenditures relating to planning and preparing annual reports, project set-ups and completions, as well as administrative staff and equipment costs to operate the HOME program through the City of Scottsdale Community Assistance Office.

**CITY OF SCOTTSDALE
FUNDING RECOMMENDATIONS FOR FY 2013/14
CDBG AND HOME FUNDING**

CDBG FUNDS

Estimated FY 2013/14 Allocation from HUD	\$ 895,216
Add Reprogrammed Funds	551,733
Total CDBG Available	\$ 1,446,949

Public Services	\$ 134,282
Housing Activities	650,000
Public Facilities	448,000
Contingency Funds	35,624
Estimated Program Administration	179,043
Total CDBG Projects	\$ 1,446,949

HOME FUNDS

Estimated Net Allocation from HUD through Maricopa Consortium	\$ 209,373
Add Reprogrammed HOME Funds	41,570
Total HOME Available	\$ 250,943

Acquisition/Rehabilitation of Real Property	\$ 237,857
Estimated Program Administration (5% of Scottsdale Allocation prior to MCC Admin. fee)	13,086
Total HOME Projects	\$ 250,943

RECAP OF CDBG PROJECTS TOTALING \$1,446,949

CDBG Funds - Public Services: \$134,282	
Big Brothers Big Sisters of Central Arizona, Scottsdale Mentoring	\$ 8,500
Chrysalis Shelter for Victims of Domestic Violence, Transitional Housing/Crisis Shelter	24,000
Family Promise Greater Phoenix, Emergency Shelter Program	16,957
Homeward Bound, Family Services for Scattered Sites	17,000
Save the Family, Case Management and Adult Services	17,500
Scottsdale Training & Rehabilitation Services, Osborn Employment Services/Work Center	26,723
Tempe Community Action Agency, Senior Nutrition Program, Congregate Meals	23,602
Total CDBG Public Services	\$ 134,282

CDBG Funds - Housing Rehabilitation Activities: \$650,000	
City of Scottsdale, Housing Rehabilitation Program	\$ 440,000
City of Scottsdale, Roof Repair & Replacement Program	60,000
City of Scottsdale, Emergency Home Repair Program	150,000
Total CDBG Housing Activities	\$ 650,000

CDBG Funds - Facilities & Public Improvements : \$448,000	
Central Arizona Shelter Services, Inc. (CASS) - Shelter Improvements	\$ 50,000
City of Scottsdale - ADA Playground Equipment Replacement & Shade Structure	
Papago Rotary Neighborhood Park	90,000
Paiute Park	83,000
City of Scottsdale - LED Lighting	100,000
Paiute Neighborhood Center Facility Improvements - Canopy Cover	125,000
Total CDBG Public Facilities	\$ 448,000

CDBG Contingency Funds: \$35,624	
Facility & Public Improvement Project cost overrun	\$ 35,624
Total CDBG Contingency Funds	\$ 35,624

CDBG Funds - Administration and Planning: \$179,043	
City of Scottsdale, Administration and Planning	\$ 179,043
Total CDBG Administration and Planning	\$ 179,043

TOTAL CDBG FUNDS	\$ 1,446,949
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RECAP OF HOME PROJECTS TOTALING \$250,943

HOME Funds - Acquisition/Rehabilitation of Real Property: \$237,857	
Newtown Community Development Corporation, Community Land Trust	\$ 237,857
Total HOME Acquisition/Rehab	\$ 237,857

HOME Funds - Administration and Planning: \$13,086	
City of Scottsdale, HOME Program Administration and Planning	\$ 13,086
Total HOME Administration and Planning	\$ 13,086

TOTAL HOME FUNDS	\$ 250,943
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SUBRECIPIENT AGREEMENT

CITY OF SCOTTSDALE, ARIZONA

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

This Agreement ("Agreement") is made and entered into this 1st day of July, **2013**, by and between **Agency Name Here**, an Arizona non-profit corporation, hereinafter referred to as the subrecipient ("Subrecipient") and the City of Scottsdale, an Arizona municipal corporation, hereinafter referred to as the City ("City").

The City and the Subrecipient, for and in consideration of the sum to be paid by the City, in the manner and at the time provided in this Agreement, and for other covenants and agreements contained in this Agreement, agree as follows:

SCOPE OF WORK:

In accordance with 24 CFR Part 570 and the terms and conditions of this Agreement, Subrecipient agrees to complete the project ("Project") entitled **Project Title Here**, described in Exhibit A, attached, which is incorporated in this Agreement by this reference, as if fully set forth. The Subrecipient shall furnish all labor, materials, services, supervision, tools, equipment, licenses and permits necessary to complete the Project.

CONTRACT AMOUNT:

The City shall provide financial assistance to Subrecipient in an amount not to exceed **Contract Dollar Amount Here and 00/100 Dollars (\$XX,XXX)**. This amount constitutes the entire consideration for the City's participation in the performance and completion of all work to be performed under this Agreement.

CONTRACT TERM: The term of this Agreement is one (1) year beginning as of the date of this Agreement, first written above. The term may be extended by written mutual consent of the Community Assistance Manager and the Subrecipient. The foregoing notwithstanding, the provisions of this Agreement shall remain in effect, during any time period that the Subrecipient remains in control of Community Development Block Grant ("CDBG") funds or other assets, including program income.

METHOD OF PAYMENT: Payment shall be made in such amounts and increments as may be approved by the City for various phases of work upon submission of a proper request for payment, including supporting documentation. Payment request and performance reporting are required to be submitted **monthly** under this Agreement. Documents and forms relating to billing are attached in Exhibit B, which is incorporated in this Agreement by this reference, as if fully set forth. The final request for payment shall be submitted to the City within 10 days after expiration or termination of this contract.

PROGRAM INCOME:

Any program income, as defined in 24 CFR 570.500(a), received by the Subrecipient, during the term of the Agreement, shall be used for the purposes of this Agreement, as provided by its

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FY 2013/14 Subrecipient Agreement - Page _ of _

terms and conditions, and as provided in 24 CFR 570.504(c). Program income shall be substantially disbursed prior to the payment of any CDBG funds that otherwise may be due, pursuant to this Agreement. Under this Agreement, program income refers solely to that income derived from the expenditure of funds granted under this Agreement, and includes but is not limited to, income received from the clients served for services performed or materials purchased and proceeds from the disposition of real property purchased in whole or in part with CDBG funds. Documentation supporting the amount of program income received shall be submitted with monthly billings. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

RECORD KEEPING AND RETENTION:

Pursuant to 24 CFR §570.502(b), §570.506 and 24 CFR Part 570 Subpart K, the Subrecipient will maintain and provide when due, or at any time upon the City's request, and also maintain for five (5) years after the completion of the Project, the following records and reports:

a) Records demonstrating that the Subrecipient is and remains a qualified subrecipient for CDBG funds under Housing and Urban Development regulations;

b) Records demonstrating that participating citizens served by the Project meet the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation process of lower income persons or groups;

c) Financial records required by applicable federal directive, including without limitation OMB Circulars A-110 and A-122; 24 CFR Part 84; as well as OMB Circular A-133, regarding annual audits; and

d) Performance and other reports submitted by the Subrecipient, as required by the City.

INDEPENDENT CONTRACTOR:

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient shall at all times remain an independent contractor, with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance, as the Subrecipient is an independent contractor.

SUBCONTRACTING:

All work or services covered by this Agreement, which is subcontracted by the Subrecipient, shall be specified by written contract and subject to all provisions of this Agreement. All subcontracts must be approved by the City prior to execution.

THE SUBRECIPIENT AGREES TO:

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FY 2013/14 Subrecipient Agreement - Page _ of _

1. Utilize normal and customary practices and procedures for the delivery of the Project, and provide a level of service that is consistent with the level of service for similar programs administered by the Subrecipient, exclusive of this Agreement.
2. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations, concerning Community Development Block Grants ("CDBG")), including subpart K of those regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process, under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement, rather than supplant, funds otherwise available.
3. Comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations", and establish and/or maintain accounting systems to assure that it is audited and that those audits meet the requirements for Circular A-110 "Uniform Requirements for Grants to Universities, Hospitals, and other Nonprofit Organizations" and comply with the Audit requirements of Circular A-133 for these same institutions. Such system will be subject to monitoring from time to time by the City or by the Department of Housing and Urban Development.
4. Keep records of all ethnic and racial statistics of persons and families benefited in the performance of its services on the project site, including, but not limited to, the number of low and moderate income persons and households assisted in accordance with federal income limits, the number of elderly (over 62 years of age) and handicapped, family size, and number of female heads of households. Subrecipient agrees to provide City with written reports of its activities monthly, and a final report when this Agreement terminates, setting forth the activities, program accomplishments, new program information and current program statistics on expenditures, caseload and activities. City and the United States Government and/or their representatives shall have access for purposes of monitoring, auditing, and examining performance, to books, documents and papers, and the right to examine records. However, nothing herein shall be construed to require access to any privileged or confidential information as set forth in federal or state law.
5. Acknowledge that the funds being provided by City for the Project are received by City, pursuant to the Housing and Community Development Act of 1974 ("Act"), as amended, 24 CFR Part 570 and that expenditures of these funds shall be in accordance with the provisions of the Act and all pertinent regulations issued by agencies of the federal government. Subrecipient agrees to comply fully with all federal, state and local laws and court orders applicable to its operation, whether or not expressly referred to in this Agreement.
6. Comply with the indemnification and insurance requirements set forth in Exhibit C, attached, which is incorporated in this Agreement by this reference, as if fully set forth, and provide insurance and evidence of insurance, as indicated in Exhibit C.

7. Give all notices and comply with all laws, ordinances, and rules, building codes, regulations and lawful orders of any public authority bearing on the performance of the Project and activities, pursuant to this Agreement. If the Subrecipient believes that any part of the Agreement, including the Exhibits, are in conflict with any laws, statutes, building codes and/or regulations, it shall promptly notify the City, in writing, and any necessary changes shall be accomplished by appropriate written modification.
8. The Subrecipient and its subcontractors shall abide by all regulations pursuant to the Immigration and Naturalization Reform Act of 1986, specifically as it relates to employment and client services, and such other provisions as may be applicable. Should the Subrecipient perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes and/or its negligence, and not give proper notice to the City, the Subrecipient will assume full responsibility for its actions and bear all resulting costs. The City will not be liable for any work performed by the Subrecipient.
9. Comply with and require all subcontractors paid with funds provided by this Agreement to comply with all the applicable provisions of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570 and the Special Conditions for activities assisted pursuant to Title I of the Community Development Act of 1974.
10. Transfer to the City, upon expiration, cancellation or termination of the Agreement, any Community Development Block Grant funds or program income on hand, and any accounts receivable attributable to the use of Community Development Block Grant funds.
11. Comply with the following requirements pertaining to real property: If the Subrecipient has any real property under the Subrecipient's control that was acquired or improved, in whole or in part, with CDBG funds under this Agreement in excess of \$25,000, the Subrecipient agrees to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to 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. Such payment shall constitute program income to the City.
12. Comply with the following requirements pertaining to equipment: If the Subrecipient has equipment acquired, in whole or in part, with CDBG funds under this Agreement that is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.
13. Acknowledge the contributions of the City of Scottsdale Community Development Block Grant program in all published literature, brochures, programs, fliers, etc., during the term of this Agreement. Compliance shall be enforced by periodic site reviews.

14. Prepare and submit to the City regular progress reports, relating to the performance of this Agreement, in the form, with the content and at the times required by the City.
15. Comply with the Certifications applicable to it, including Section 319 of Public Law 101-121, and execute all applicable documents, in Exhibit D, attached, which is incorporated in this Agreement by this reference, as if fully set forth.
16. Comply with the conflict of interest provisions in 24 CFR §§ 85.36, 84.42 and 570.611. In the procurement of supplies, equipment, construction and services by Subrecipient, the conflict of interest provisions in 24 CFR §§ 85.36 and 84.42 shall apply, and Subrecipient shall abide by such provisions. In all cases not governed by 24 CFR §§ 85.36 and 84.42, the provisions of 24 CFR 570.611 shall apply, and Subrecipient shall comply with such provisions, including the following: No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient, the City or any designated public agency.

THE CITY AGREES TO:

1. Disburse funds in a timely manner as described in this Agreement.
2. Provide technical assistance to the Subrecipient to comply with applicable federal guidelines governing the use of Community Development Block Grant funds.
3. Complete all environmental review requirements as described in 24 CFR Part 58.
4. Comply with the Certifications applicable to it in Exhibit D, attached.

TERMINATION:

In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement, if the Subrecipient materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to in this Agreement, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives, as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill its obligations under this Agreement, in a timely and proper manner;
3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the City of reports that are incorrect, or incomplete, in any material aspect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or part, by setting forth reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If in the case of a partial termination, however, the City determines that the remaining portion of the award will not accomplish the purpose for which the award is being made, the City may terminate the award in its entirety.

NON-DISCRIMINATION:

1. Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, familial status, or physical/mental handicap. Subrecipient shall take affirmative action in employment and insure that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, familial status, physical/mental handicap. The scope of non-discrimination and affirmative 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 non-discrimination as described in this clause.
2. Subrecipient shall not discriminate against any applicant for service because of race, color, religion, sex, national origin, age, familial status, or physical/mental handicap. Subrecipient shall, in all solicitations or advertisements, state that all qualified applicants will receive consideration for employment or service without regard to race, color, religion, sex, national origin, age, familial status or mental/physical handicap. Subrecipient agrees to adopt and post in all offices or site locations a Policy of Nondiscrimination on the Basis of Disability. See Exhibit D, attached.

IMMIGRATION LAW COMPLIANCE

Under the provisions of A.R.S. §41-4401, the Subrecipient warrants to the City that the Subrecipient and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Subrecipient and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Subrecipient or any of its subcontractors will be considered a material breach of this Agreement and may subject the Subrecipient or Subcontractor to penalties up to and including termination of this Agreement or any subcontract. The Subrecipient will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Subrecipient's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Agreement by the City.

The City retains the legal right to inspect the papers of any employee of the Subrecipient or any subcontractor who works on this Agreement to ensure that the Subrecipient or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Subrecipient and any of its subcontractors to ensure compliance with this warranty. The Subrecipient agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

CONTRACTS WITH SUDAN AND IRAN

In accordance with A.R.S. §35-391.06 and 35-393.06, the Subrecipient certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

GENERAL PROVISIONS:

1. It is expressly understood by the Parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the City from the U.S. Department of Housing and Urban Development (HUD) pursuant to the Community Development Block Grant Program and that therefore, the terms, conditions and sums payable under this Agreement are subject to any changes or limitations which may be required by HUD, the CDBG regulations and/or the terms of the grant agreement between the City and HUD. Notwithstanding any other provisions of this Agreement, any payment to the Subrecipient by the City under this Agreement is contingent upon the City's actual receipt of funds from HUD.
2. Subsequent to the execution of this Agreement, the Community Assistance Manager, who at the time of the execution of this Agreement is Michelle Albanese, shall represent the City in the administration of this Agreement and shall be the City's Contract Administrator. A person designated by the Subrecipient, as indicated below, shall represent the Subrecipient in the administration of this Agreement. All written communications between the Subrecipient and the City shall be sent to the respective representatives of the Parties, as indicated below:

<u>Subrecipient</u>	<u>City</u>
Name:	Michelle Albanese
Title:	Community Assistance Manager
Address:	7515 E. 1 st Street
City/Town:	Scottsdale, AZ 85251
Phone:	(480) 312-7647
Fax:	(480) 312-7761

3. The Parties hereto understand and acknowledge that each party may cancel this Agreement pursuant to A.R.S. § 38-511.
4. In the event that the Project, which is the subject of this Agreement, is to be conducted at a City facility, or on City property, the Subrecipient will execute a revocable license agreement, prepared by the City, relating to the use of the facility or property. If a

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FY 2013/14 Subrecipient Agreement - Page _ of _

revocable license agreement is required by the City, its execution by the Subrecipient will be a condition precedent to this Agreement.

5. Any dispute not disposed of by mutual agreement of the Parties shall be decided in accordance with the applicable Arizona laws.
6. This Agreement is the entire Agreement of the Parties regarding its subject matter. It supersedes any and all other agreements, either oral or in writing, between the Parties hereto and contains all the covenants and agreements between the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.
7. The Subrecipient shall not assign, or transfer, any interest in this Agreement, without the prior written consent of the City.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and all applicable federal laws and regulations, including but not limited to those listed in Exhibit E, attached, which is incorporated in this Agreement by this reference, as if fully set forth.
9. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
10. The City's failure to act with respect to a breach by the Subrecipient does not waive the City's right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
11. All Exhibits to this Agreement are fully incorporated herein, as though fully set forth in this Agreement.
12. The Subrecipient and the City represent, warrant and covenant to each other that each party has full power and authority to enter into and perform this Agreement.
13. The Subrecipient and the City represent, warrant and covenant to each other that the individual(s) signing this Agreement on each party's behalf is/are authorized by each respective party to do so.
14. Any amendments to this Agreement shall be in writing and signed by both parties.
15. The "Community Development Block Grant Grantee Certifications", which are attached as a part of Exhibit D, have been met with regard to the Subrecipient's participation with the City's Community Development Block Grant program.

IN WITNESS WHEREOF, all parties concerned acknowledge that they have read, understand, approve, and accept all of the provisions of this Agreement and the attachments thereto, which shall be effective as of the first date written above.

SUBRECIPIENT: _____

DATE: _____

BY: _____

ITS: _____

TAX ID #: _____

CITY OF SCOTTSDALE,
an Arizona municipal corporation

BY: _____
W.J. "Jim" Lane, Mayor

DATE: _____

ATTEST: _____
Carolyn Jagger, City Clerk

DATE: _____

APPROVED AS TO FORM:

Bruce Washburn, City Attorney
By: Jennifer Pollock, Assistant City Attorney

DATE: _____

REVIEWED BY:

William B. Murphy
Executive Director, Community Services

DATE: _____

Edward M. Howard
Risk Management Director

DATE: _____

**CITY OF SCOTTSDALE
CDBG SUBRECIPIENT AGREEMENT
EXHIBITS**

- A. Scope of work
- B. Budget & billing information
- C. Insurance requirements
- D. Certifications
- E. Federal laws & regulations

SCOPE OF WORK (Contract Exhibit A)

This Scope of Work and Program Budget will document specific costs to be paid for under a contract for services.

1. Agency Name:

2. *Program Name and Location:

Name: _____

Address: _____

City _____ State _____ ZIP _____

*If this program exists in multiple locations, please record additional locations on a separate sheet and attach to the back of this page.

3. Total Scottsdale CDBG Funds requested for this program:

\$ _____

4. List the service(s) to be provided, the number of units of service and number of unduplicated persons or households the requested funding will pay for:

Service	Units of service	# of unduplicated persons or households
Total		**

5. Total number of unduplicated Scottsdale persons or households to be assisted:

Income Level	Persons/Households
Very Low Income (0 – 30% of median income)	
Low Income (31 – 50% of median income)	
Low-Moderate Income (51 – 80% of median income)	
Moderate Income (81% or greater of median income)	
TOTAL	

****Note:** The total unduplicated persons/households in item 4 must equal the total unduplicated persons/households from the four income levels in item 5.

6. Define how you will determine client eligibility and how you will determine if you are serving Scottsdale Residents?

- Client eligibility will be documented by:

- Scottsdale residency will be documented by:

7. Program Outcomes and Indicators: Complete the Outcome Chart by identifying at least one outcome to client/participants for each proposed service. Each outcome must be supported by at least one indicator and identification of the measurement that will be used to verify that the benefit has occurred.

Service	Outcomes	Indicators	How Receipt of Service is Documented
<i>Example: Assistance with disability claims.</i>	<i>Example: Clients have increased financial self sufficiency.</i>	<i>Example: By June 30, 2013, 15 clients have started to receive appropriate benefits.</i>	<i>Example: File is considered complete upon receipt of award letter.</i>

8. Eligible Activity: (Check all that apply)

- ☐ NATIONAL OBJECTIVE #1 - Primary Benefit of Low and Moderate Income Persons
- ☐ NATIONAL OBJECTIVE #2 - Prevention or Removal of Slum and Blight
- ☐ NATIONAL OBJECTIVE #3 - Mitigation or Elimination of a Certified Emergency Condition (e.g., major catastrophes or emergencies such as floods and earthquakes)

EXHIBIT B
BUDGET & BILLING INFORMATION

9. CDBG Funds will pay for the following costs. Actual costs reimbursed under the contract will be those costs directly attributable to this program. (Refers to Program Budget Summary located on the next page.)

Personnel Services:

(For example, list FTE position(s) that this funding will pay for.)

Contracted Services:

(Explain in detail what contracted services will pay for, especially professional services.)

Supplies & Miscellaneous:

(Explain in detail what funding will be used for.)

CITY OF SCOTTSDALE (COS)	TOTAL PROGRAM BUDGET SUMMARY			
Funding Year: 07/01/2012 – 06/30/2013				
Subrecipient Name:				
Program Name:				
	Column (A)	Column (B)		Col. (A) + (B)
Revenues	City of Scottsdale	Other Sources	Committed - C or Tentative - T	Total
State of AZ DES IMRP/FAA				
City Funding Support				
Other Support Programs				
Other Funding				
TOTAL PROGRAM REVENUES				
Expenditures				
Personnel Services:				
Salaries				
ERE				
Total Personnel Services				
Contracted Services:				
Professional Services				
Telephone				
Utilities				
Rent				
Insurance				
Travel/Mileage				
Other (specify) audit				
Total Contracted Services				
Supplies & Miscellaneous:				
Office Supplies				
Building Materials				
Printing/Duplication				
Other (specify) other operating				
Total Supplies & Miscellaneous				
TOTAL PROGRAM EXPENSES				

Note: Total Program Revenues should equal Total Program Expenses. Please provide an explanation if there is a difference.

REIMBURSEMENT REQUEST REQUIREMENTS AND PERFORMANCE REPORTS

NOTE: This section is very important to facilitate the expeditious processing of your agency's request for reimbursement. Please carefully follow the summary of monthly reimbursement requirements listed below.

The Agency is the responsible party for the following:

- A request for reimbursement must be reviewed and signed by the agency executive director, be submitted on the agency's letterhead, and include the contract number;
- A financial format/budget pro forma summarizing monthly and year-to-date expenditures including the agency's match from other resources (form to be supplied by the City of Scottsdale);
- Copies of all supporting documents. If the CDBG funds are paying for salaries please provide: salary and ERE calculation, copies of time cards (indicating the hours dedicated to this specific Scottsdale funded activity) signed by employee and supervisor, payroll ledgers, and earnings statements. If the CDBG funds are paying for rent please provide copies of the rent calculation, invoices, and payment checks.
- The agency is **required** to submit billing requests and performance reports by the **15th of the following month**. If there is no financial activity, the agency is still required to report on progress of their activity to the contract administrator. The final billing for the contract must be received by **July 10, 2014**.
- All of the above components must be included in the agency's monthly reimbursement request. The Community Assistance staff generally processes the agency's reimbursement request within fourteen (14) days. If the reimbursement procedures are not followed correctly, or if additional documentation is required, staff will contact the agency. This will delay the processing and the agency's reimbursement check.
- A monthly performance report (form to be supplied by the City of Scottsdale) that explains the progress the project has made in relation to the performance indicators submitted. The report will also include ethnic and income information as requested.

INVOICE # _____
(to appear on Agency letterhead)

Date: _____

TO: City of Scottsdale
Community Assistance Office
7515 E. 1st Street
Scottsdale, AZ 85251-4501
Attn: Elizabeth Garcia

RE: Community Development Block Grant (CDBG) Agreement # **2013-xxx-COS**

BRIEF DESCRIPTION OF SERVICES PROVIDED:

Amount Requested: \$ _____ for the month of _____.

Signature of Person Authorized to Sign for Agency

Print Name and Title

City of Scottsdale

CDBG/HOME Programs

Annual Income Guidelines

Effective Date: December 11, 2012

From the Department of Housing and Urban Development

Household Size (persons)	Table A 30%	Table B 50%	80%
1	13,300	22,100	35,350
2	15,200	25,250	40,400
3	17,100	28,400	45,450
4	18,950	31,550	50,500
5	20,500	34,100	54,550
6	22,000	36,600	58,600
7	23,500	39,150	62,650
8	25,050	41,650	66,700

30% and 50% of median income: Section 8 Housing Choice Voucher qualifications

80% of median income: Housing Rehabilitation Program qualifications

Median Income: \$62,200

Presumed Benefit Groups

Abused Children
 Elderly Persons (62 years or older)
 Battered Spouses
 Homeless Persons
 Severely Disabled Persons
 Illiterate Adults
 Migrant Farm Workers
 Persons Living with AIDS

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FY 2013/14 Subrecipient Agreement Exhibit "B"

Resolution 9367

Exhibit C

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CITY OF SCOTTSDALE (COS)

AGENCY NAME: _____

BILLING STATEMENT FOR MONTH OF: _____

PROJECT NAME: _____

<u>DESCRIPTION</u>	<u>COS</u>	<u>OTHER SOURCES</u>	<u>TOTAL</u>
Personnel Services:			
Salaries			
ERE			
Total Personnel Services	_____	_____	_____
Contracted Services:			
Professional Services			
Telephone			
Utilities			
Rent			
Insurance			
Maintenance			
Travel/Mileage			
Other (Specify)			
Total Contracted Services	_____	_____	_____
Supplies & Miscellaneous			
Office Supplies			
Building Materials			
Printing/Duplication			
Other (Specify)			
Total Supplies & Miscellaneous	_____	_____	_____
TOTAL PROGRAM EXPENSES	_____	_____	_____

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FY 2013/14 Subrecipient Agreement Exhibit "B"

Resolution 9367

Exhibit C

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City of Scottsdale Performance Report

Report Type:	Public Service		
Report Time Period:			Report Time Frame: Monthly
	<i>Start Date</i>	<i>End Date</i>	

Agency Name	Project/Program Name	Contact Person & Phone Number

Report for:	<input type="checkbox"/>	Persons	<input type="checkbox"/>	Households
--------------------	--------------------------	---------	--------------------------	------------

Total Unduplicated Number Assisted During Reporting Period	
---	--

Race/Ethnicity of Persons Served	Current		Year-to-Date (YTD)	
	Total	Hispanic	Total	Hispanic
11 White				
12 Black/African American				
13 Asian				
14 American Indian/Alaskan Native				
15 Native Hawaiian/Other Pacific Islander				
16 American Indian/Alaskan Native and White				
17 Asian and White				
18 Black/African American and White				
19 Amer. Indian/Alaskan Native & Black/African Amer.				
20 Other Multi-Racial				
Total	0	0	0	0

Income Status (% of Median Family Income)	Current Total	YTD Total
Extremely Low (0 - 30% of Median Income)		
Low (31 - 50% of Median Income)		
Moderate (51 - 80% of Median Income)		
Non-Low Moderate (81+% of Median Income)		
Total	0	0

Family Size	Current Total	YTD Total
Small (4 or less)		
Large (5 or more)		

	Current Total	YTD Total
Female Head of Household		
Elderly (62+)		
Disabled		

	Current Total	YTD Total
# of Units Provided		
Service Unit Description (as defined in Application)		

Narrative

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FY 2013/14 Subrecipient Agreement Exhibit "B"

Resolution 9367

Exhibit C

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INSURANCE REQUIREMENTS

EXHIBIT "C"

Indemnification

To the fullest extent permitted by law, Subrecipient, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Subrecipient relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Subrecipient's and Subcontractor's employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph will not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

Insurance Representations and Requirements

General: Subrecipient agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Subrecipient, Subrecipient must purchase and maintain, at its own expense, hereinafter stipulated minimum insurance in a company or companies lawfully authorized to do business in the State of Arizona with an AM Best, Inc. rating of B++6 or above with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

No Representation of Coverage Adequacy: By requiring insurance herein, City of Scottsdale does not represent that coverage and limits will be adequate to protect Subrecipient. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency will not relieve Subrecipient from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

Coverage Term: All insurance required herein must be maintained in full force and effect until all work or services required to be performed under the terms of subject contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Subrecipient will be solely responsible for any such deductible or self-insured retention amount. City of Scottsdale, at its option, may require Subrecipient to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

Use of Subcontractors: If any work under this agreement is subcontracted in any way, Subrecipient will execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Scottsdale and Subrecipient. Subrecipient will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

Evidence of Insurance: Prior to commencing any work or services under this Contract, Subrecipient will furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Subrecipient's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above-cited policies expire during the life of this Contract, it will be Subrecipient's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

Certificates must specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees are named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying coverage as required
2. Subrecipient's insurance will be primary insurance as respects performance of subject contract.
3. All policies, except for Professional Liability insurance if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Subrecipient under this Contract.
4. If the Subrecipient receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be the Subrecipient's responsibility to provide prompt notice of the same to the City, unless such coverage is immediately replaced with similar policies.

Required Coverage

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FY 2013/14 Subrecipient Agreement Exhibit "C"

Resolution 9367

Exhibit C

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Commercial General Liability: Subrecipient must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate, and a \$1,000,000 General Aggregate Limit. The policy will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance will be "follow form" equal or broader in coverage scope than underlying insurance.

Professional Liability: If the Subrecipient engages in any professional services or work adjunct or residual to performing the work under this Contract, Subrecipient must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Subrecipient, or anyone employed by Subrecipient, or anyone for whose acts, mistakes, errors and omissions Subrecipient is legally liable, with a liability limit of \$1,000,000 each claim and \$1,000,000 all claims.

Vehicle Liability: Subrecipient must maintain Business Automobile Liability insurance with a limit of \$500,000 each accident on Subrecipient's owned, hired, and non-owned vehicles assigned to or used in the performance of the Subrecipient's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance will be "follow form" equal or broader in coverage scope than underlying insurance.

Workers Compensation Insurance: Subrecipient must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Subrecipient's employees engaged in the performance of work or services under this Contract, and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

ACORD_{tm}		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED						
		COMPANIES AFFORDING COVERAGE				
		COMPANY				
		A				
		COMPANY				
		B				
		COMPANY				
		C				
		COMPANY				
		D				
COVERAGE THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
Co 1 tr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS COMP/OP AGG	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNERS & CONTRACTORS PROT				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
						\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	\$
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS	OTHER
	THE PROPRIETOR/ <input type="checkbox"/> INC <input type="checkbox"/> EX <input type="checkbox"/> CL				EL EACH ACCIDENT	\$
	PARTNERS/EXECUTIVE OFFICERS ARE:				EL DISEASE - POLICY LIMIT	\$
	Other:				EL DISEASE - EA EMPLOYEE	\$
Description of Operations/Locations/Vehicles/Special Items: City of Scottsdale, its representatives, agents and employees, is an Additional-Insured under Commercial General Liability, Auto Liability, and Excess Liability follow form to underlying coverage. All cited insurance including Workers Compensation shall be primary coverage and waive rights of recovery (subrogation) against City of Scottsdale. If any of the required policies of insurance are materially reduced or cancelled, prompt notice of the same shall be provided to the City, unless such coverage is immediately replaced with similar policies. Certificate not valid unless signed by authorized representative of insurance company. APPLICABLE CONTRACT NUMBER						
CERTIFICATE HOLDER City of Scottsdale Attn: Community Assistance Office 7515 E. 1 st Street Scottsdale, AZ 85251 ACORD 25-S (1/95)				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL ____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE		

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CERTIFICATIONS

EXHIBIT "D"

CERTIFICATIONS BY THE CITY:

1. The services described in Exhibit A will principally benefit low and moderate income persons within the community.
2. The primary benefit of the financial participation of the City is for low and moderate income persons as stated in the above referenced Project.
3. The Community Development Block Grant funds designated for the Project constitute reasonable and prudent assistance necessary for the completion of the Project.

CERTIFICATIONS BY THE SUBRECIPIENT:

1. It is a non-profit corporation.
2. The Subrecipient shall be responsible for assuring that all of its employees and agents who are engaged in the activities or providing the services which are the subject matter of this Agreement are qualified to do so and possess all such current licenses, permits or permissions as may be required to engage in such activities or perform such services. The Subrecipient shall also screen employees and agents to determine whether they are suited to participate in the activities or provide the services and that their participation will be appropriate. Additionally, the Subrecipient shall actively supervise its employees and agents in furtherance of the goals and objectives of the Agreement.
3. It intends to provide the service for which funds are granted under this Agreement for one year.
4. Its governing body has duly adopted or passed as an official act, a resolution, motion, or similar action authorizing the person identified as the official representative of the Subrecipient to execute this Agreement and to comply with the terms of this Agreement.
5. The Project will be carried out and services administered in compliance with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352;42 U.S.C. 2000d (Seq.)) and Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284;42 U.S.C. 3601 (Seq.)).
6. The Project assisted under this Agreement is designed to give maximum feasible priority to activities which benefit low and moderate income families.
7. It will comply with other applicable laws.

CERTIFICATION

Policy of Nondiscrimination on the Basis of Disability

The undersigned representative agrees, on behalf of _____, to have or adopt a Policy of Nondiscrimination on the Basis of Disability. Such Policy shall state that the Subrecipient does not discriminate on the basis of disabled status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

Signature

Date

Minority and Women's Business Enterprise Policy

Region IX -- San Francisco

Pursuant to our responsibilities under Executive order 11625, 12432 and 12138 and in support of directives from the Secretary of the U.S. Department of Housing and Urban Development, Region IX has developed an affirmative action policy to further full participation of minority, women-owned, and disadvantaged business enterprise (MBE/WBE/DBE) in all federally funded programs.

Community Development Block Grant
Rental Rehabilitation
Section 312
Urban Development Action Grant
Home Investments Partnerships Program

Such affirmative action and participation is specifically required under OMB Circular A-102, Attachment 0 referenced in the applicable regulations for the above programs.

All grantees of HUD funds should take affirmative steps to assure that small and minority businesses and women's business enterprises are utilized when possible as sources of supplies, equipment, construction and services, affirmative steps shall include the following:

- (1) Including qualified small and minority businesses on solicitation lists, e.g., solicitation of bidding for public works, professional service or rehabilitation contracts.
- (2) Assuring that small and minority businesses are solicited whenever they are potential sources, particularly for purchase of supplies and materials.
- (3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
- (4) Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority business.
- (5) If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1 through 4 above.
- (6) Grantees shall take similar appropriate affirmative action in support of women's and disadvantaged business enterprises.

Signature

Date

**CITY OF SCOTTSDALE
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS
AND
APPENDIX TO CDBG CERTIFICATIONS**

In accordance with the Housing and Community Development Act of 1974, as amended, and with 24 CFR 570.303 of the Community Development Block Grant regulations, the subrecipient certifies that:

1. It possesses legal authority to make a grant submission and to execute a community development and housing program;
2. During the submission of its final statement/proposal to the City of Scottsdale, the subrecipient has:
 - (a) Met the citizen participation requirements;
 - (b) Prepared its final statement/proposal and projected use of funds and made the final statement available to the public;
3. It provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance; which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled;
4. It provides for a timely written answer to written complaints and grievances, within 15 working days where practicable;
5. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
6. CDBG funds will be conducted and administered in compliance with:

Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. S2000d et seq.); and
The Fair Housing Act (42 U.S.C. 3601-20);

 - (a) It will affirmatively further fair housing;
 - (b) It has developed its final statement/proposal of projected use of funds so as to give maximum feasible priority to activities which benefit low and moderate income families.
 - (c) It has developed or is following a City of Scottsdale community development plan, for the period specified in its proposal, that identifies community development and housing needs and specifies both short and long-term community development objectives that have been developed in accordance with the primary objective and requirements of the Act;
7. It is in compliance with the City of Scottsdale's current comprehensive housing affordability strategy (CHAS) which has been approved by HUD pursuant to §570.306 and Part 91, and that any housing activities will be consistent with the CHAS;

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FY 2013/14 Subrecipient Agreement Exhibit "D"

Resolution 9367

Exhibit C

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8. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under S570.606(b) and federal implementing regulations; and it is following a residential antidisplacement and relocation assistance plan as required under section 104(d) of the Act and in S570.606(c); and it will comply with the relocation requirements of S570.606(d) governing optional relocation assistance under section 105(a)(11) of the Act;
9. It has adopted and is enforcing:
 - (a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - (b) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such no-violent civil rights demonstrations within its jurisdiction;
10. To the best of its 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 an employee of a Member of Congress in connection with the awarding 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; and
 - (c) It will require that language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;
11. It will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
12. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

13. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by item 11;
 - (a) Notifying the employee in the statement required by paragraph 11 that, as a condition of employment under the grant, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the work place no later than five calendar days after such conviction;
14. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph 13 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
15. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 13, with respect to any employee who is convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
16. Making good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 11, 12, 13, 14, and 15.
17. It will comply with the other provisions of the Act and with other applicable laws.

Signature

Date

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification - Paragraph 10

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.

B. Drug-Free Workplace Certification - Paragraph 11

By signing and/or submitting this contract, application or grant agreement, the grantee is providing the certification set out in paragraph 11.

The certification set out in paragraph 11 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or state highway department while in operation, state employees in each local unemployment office, performers in concert halls or radio stations).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees attention is called in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and is further defined by regulation 21 CFR 1308.11 through 1308.15;

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes;

"Criminal drug statute" means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and who are not on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

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FY 2013/14 Subrecipient Agreement Exhibit "D"

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Exhibit C

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EXHIBIT "E"

FEDERAL LAWS AND REGULATIONS

A. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS

(a) Recipients and subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with the following sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in this paragraph:

- (1) Section 85.3, "Definitions";
- (2) Section 85.6, "Exceptions";
- (3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";
- (4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- (5) Section 85.21, "Payment," except as modified by § 570.513;
- (6) Section 85.22, "Allowable costs";
- (7) Section 85.26, "Non-federal audits";
- (8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurement," except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";
- (19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

(b) Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the following provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in this paragraph:

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for § 84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§ 85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of § 84.24, CDBG subrecipients shall follow § 570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of § 84.32, CDBG subrecipients shall follow § 570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of § 84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in § 84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of § 84.61, CDBG subrecipients shall comply with § 570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for § 84.71, "Closeout Procedures."

B. EQUAL OPPORTUNITY

The Subrecipient agrees to comply with:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or contract and will immediately take away any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Subrecipient, this assurance shall obligate the Subrecipient, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
2. Title VII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
3. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, any program or activity funded in whole or in part with the Community Development funds.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

4. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal Financial assistance.
5. Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under Federally-assisted construction contractors.
6. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the HUD regulations issued pursuant thereto (24 CFR Part 135) as follows:
 - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u); Section 3 requires that to the greatest extent feasible, opportunities for training and employment given to lower income residents of the project area and contracts for work in connection with the project be awarded to business

concerns that are located in or owned in substantial part by persons residing in the area of the project.

- b. The Parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The Parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative or workers, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause to every subcontract for work in connection with the project and will, at the direction of the applicant or Community of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project.

C. HATCH ACT

The Subrecipient agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor shall personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.

D. LABOR STANDARDS PROVISIONS

The Subrecipient agrees to comply with Section 570.603, Labor Standards of the Regulations published by HUD for Community Development Block Grants.

E. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

The Subrecipient agrees to comply with any conditions resulting from the Community's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR 58.5 insofar as the provisions of such Act apply to activities set forth in Attachment I -- Statement of Work.

F. COMPLIANCE WITH FLOOD DISASTER PROTECTION ACT

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in any area identified by the secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to financial assistance for acquisition or construction purposes under Section 102(2) of Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction of such land is not itself funded with assistance under this Agreement.

G. COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the Community shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

1. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contract to comply with all the requirements of Section 114 of the Clear Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
4. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring the contractor will take such action as the Government may direct as means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under Section 113(c) (1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

H. HISTORIC PRESERVATION

This Agreement is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The Community must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U.S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

I. ARCHITECTURAL BARRIERS

This Agreement is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with CDBG funds must comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped."

J. LEAD-BASED PAINT

This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.), and the Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR 570.608). The use of lead-based paint is prohibited whenever CDBG funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with CDBG funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

K. LOBBYING

Block Grant funds shall not be used for publicity or propaganda purposes designed to support or defeat legislation pending federal, state, or local governments.

L. ACQUISITION/RELOCATION

This Agreement is subject to providing a certification that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24, and 24 CFR Part 511.14, which govern the acquisition of real property for the project and provision of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

M. SECTION 504

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program.

N. FEDERAL FIRE PREVENTION AND CONTROL ACT OF 1992

The Fire Administration Authorization Act of 1992 added a new Section 31 to the Federal Fire Prevention and Control Act of 1974. This Section requires that approved smoke detectors be installed in all houses assisted under the Community Development Block Grant Program.

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To comply with this requirement and locally adopted codes the subrecipient shall install smoke detectors in all sleeping areas and any hallway connecting these sleeping areas.

O. IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" pursuant to Title VI of the Civil Rights Act requires that all recipients of federal funds will adopt policies and procedures to ensure non-discrimination and equal access to federally funded projects and activities, including persons with Limited English Proficiency (LEP).

To comply with this requirement, recipients are required to make reasonable efforts to provide language assistance to ensure meaningful access for LEP persons. These efforts include: 1) conduct four-factor analysis; 2) develop a Language Access Plan (LAP); and 3) provide appropriate language assistance.

Signature

Date

CITY OF SCOTTSDALE

HOME Program

CHDO (Owner, Developer, or Sponsor) CONTRACT

THIS CONTRACT ("Contract") is made and entered into this **1st day of July 2013**, by and between **CITY OF SCOTTSDALE**, a local government agency, (referred to as the "AGENCY"), and **XXXXXX**. (referred to as "CHDO").

WHEREAS, pursuant to the National Affordable Housing Act, AGENCY has applied for and has been notified of the award of HOME Program funds for certain eligible activities; and

WHEREAS, it is necessary that AGENCY and CHDO enter into a Contract for the implementation of certain eligible activities; and

WHEREAS, the Maricopa County HOME Consortium ("Consortium") has designated AGENCY to administer the Contract on its behalf.

NOW, THEREFORE, the parties, for and in consideration of the sum to be paid by the AGENCY, in the manner and at the time provided, and such other covenants and conditions as stated, agree as follows:

PROGRAM ACTIVITY: In accordance with HOME Program regulations, CHDO agrees to utilize funds made available for the purpose of implementing the project as described in **EXHIBIT I—Statement of Work**. CHDO shall furnish all labor, materials, services, supervision, tools, equipment, licenses and permits necessary to complete the project described as: **XXXXXX**.

CONTRACT AMOUNT: AGENCY shall provide financial assistance in an amount up to **XXXXX Dollars (\$XXXX)** from the HOME program, subject to the terms of the Contract and availability of funds. This Contract price constitutes the AGENCY's entire participation and obligation in the performance and completion of all work to be performed under this Contract. This amount may increase up to 10% in accordance with established Consortium policies set forth in **EXHIBIT II—Home Program Reallocation**. Upon completion of the Scope of Work, any remaining funds shall be returned to the City for reallocation.

ENCUMBRANCE & EXPENDITURE REQUIREMENTS: CHDO agrees to encumber at least 20% of this Contract amount within (15) months of the start of the funding year. The CHDO further agrees to encumber within \$50,000 the remaining unencumbered Contract amount within twenty-one (21) months after the start of the funding year. These two encumbrance dates are September 30, 2014 and March 31, 2015. All funds shall be drawn from the Maricopa County letter of credit by June 30, 2015.

If a CHDO does not meet the 15-month encumbrance date, CHDO shall submit to the AGENCY a written plan of action to comply with the 15 and 21-month encumbrance dates. AGENCY shall make a recommendation to the full Consortium or quorum at a regular meeting, which shall make the final decisions as to what action to take, including reallocation of funds according to Consortium Policy and/or termination of this Contract according to 24 CFR 85.43.

CONTRACT TERM: This Contract shall take effect as of the date of the Contract and shall be in effect until funds are expended, or until Scope of Work is completed and remaining funds are returned, not to surpass June 30, 2015, except that homeownership and rental housing activities as identified in **EXHIBIT III-Affordability** shall have a contract term that is the same as the period of affordability for such activities as required under FEDERAL GRANT Program requirements. The period of affordability is 15 years.

GRANT ADMINISTRATION: In accordance with federal regulations, including 24 CFR 92, the AGENCY is responsible for ensuring the administration of HOME Program funds in accordance with all program requirements.

METHOD OF PAYMENT: AGENCY agrees to reimburse CHDO for authorized expenditures in such amounts and increments as may be approved by AGENCY for work completed upon submission of a proper request for payment, including supporting documentation. CHDO may not request disbursement of funds until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before CHDO requests funds from the AGENCY. **EXHIBIT IV—Method of Reimbursement, attached**, describes payment procedures and the documentation required. The final request for payment shall be submitted to the AGENCY no later than 10 days after June 30, 2015, in order to meet federal grant requirements. Funds spent after this date shall not be reimbursed.

ACTIVITY COMPLETION: Upon the final payment to CHDO by AGENCY, the HOME activity shall be considered complete. Upon completion of the scope of work, all unspent HOME resources shall be returned to the AGENCY for reallocation. CHDO shall continue to be responsible for compliance activities for the life of the assisted project. At the completion of the project, the ADMINISTRATOR will issue to each CHDO a close out memo detailing the ongoing HOME requirements and responsibilities during the affordability period.

REPORTS/RECORD RETENTION:

1. PROJECT REPORTS

CHDO shall submit reports as required, or requested by the AGENCY, to the Agency not less than monthly. Such reports include, as appropriate, project setup, monthly progress report, close-out/completion report, and reporting of beneficiaries' demographics, MBE/WBE information, and other HUD-required reporting data.

2. ACCESS

AGENCY and the United States Government and/or their representatives shall have access for purposes of monitoring, auditing, and examining performance, to books, documents and papers, except for information deemed privileged or confidential under federal or state law.

3. ADMINISTRATION (Records/Reports and Incorporation by Reference)

Pursuant to 24 CFR § 92.508 and all referenced sections and Maricopa AGENCY Records Retention Policy, the CHDO shall maintain records for five (5) years after the

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close of a project; and submit to the AGENCY upon request, the following records and reports:

- a. Records demonstrating that the CHDO is and remains a qualified CHDO.
- b. Records demonstrating that participating citizens served under this Contract meet the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of lower income persons or group; except that records pertaining to income eligibility, property standards, affordable rents, lease requirements and affordable marketing for rental housing activities as identified in **EXHIBIT III--Affordability** must be kept on a continuing basis throughout the period of affordability.

NON-DISCRIMINATION:

1. CHDO agrees not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, familial status, age or disability. CHDO shall take affirmative action to insure that applicants for employment and employees during employment are treated without regard to their race, color, religion, sex, national origin, familial status, age or disability. 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.
2. CHDO agrees not discriminate against any applicant for service because of race, color, religion, sex, national origin, familial status, age or disability in the admission or access to, or treatment in, its federally assisted programs or activities. CHDO shall, in all solicitations or advertisements, state that all qualified applicants shall receive consideration for service without regard to race, color, religion, sex, national origin, familial status, age or disability. CHDO agrees to post in conspicuous places available to employees and applicants for employment or service, notices setting forth the provisions of these non-discrimination clauses. All CHDOs shall administer all services in accordance with the Civil Rights Act of 1968 and the Fair Housing Amendment Act of 1988 and Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" pursuant to Title VI of the Civil Rights Act.

CHDO CERTIFIES:

1. That it is a CHDO that meets the applicable requirements of the HOME Program (24 CFR Part 92.300 and 92.301) and has legal authority to execute this Contract.
2. That its governing body has authorized the person identified as the official representative of the CHDO to execute this Contract and to comply with the terms of this Contract.
3. That the project shall be carried out and services administered in compliance with all federal laws and regulations as further described in **EXHIBIT VII—Home Regulations and Administrative Guidelines**.
4. That it is familiar with and shall comply with 24 CFR Part 92 governing activities funded

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with HOME dollars.

5. That neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
6. None of its costs incurred by it or any subcontractor will include any expense for any religious activity.

CHDO AGREES TO:

1. Give all notices and comply with all laws, ordinances, rules, building codes, regulations and lawful orders of any public authority bearing on the performance of activities pursuant to the Contract. If CHDO observes that any of the contract documents are in conflict with any laws, statutes, building codes and/or regulations, it shall promptly notify AGENCY in writing, and any necessary changes shall be accomplished by appropriate written modification.

Should CHDO perform any work contrary to applicable laws, ordinances, rules, building codes and/or regulations, it shall assume full responsibility for doing so and shall bear all cost incurred due to its action. Any dispute not disposed of by mutual contract by the parties shall be decided in accordance with Arizona law.

2. Comply with and require all contractors and subcontractors to comply with all of the applicable provisions of the HOME Program. All contractors and subcontractors who perform service pursuant to this Contract shall be in compliance with all applicable state and local licensing, bonding, and insurance requirements. None of the terms, conditions, and requirements covered by this Contract can be assigned.
3. Acknowledge the contribution of the FEDERAL GRANT Program in all published literature, brochures, programs, flyers, etc., during the term of the Contract.
4. Execute and abide by Certifications mandated by FEDERAL GRANT requirements as listed in **EXHIBIT V - HOME Certifications**.
5. Obtain and comply with the most recent HUD-issued applicable HOME Program Rent Limits, Income Limits, and Maximum per Unit Subsidy Limits throughout the period of affordability.
6. Administer all services in accordance with the Civil Rights Act of 1968 and the Fair Housing Amendment Act of 1988 and Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" pursuant to Title VI of the Civil Rights Act.
7. Comply with the requirements and standards of 24 CFR Part 84 Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations, OMB Circular A-122, "Cost Principles for Nonprofit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable, and OMB circular A-110,

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located at 2 CFR, Part 215, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations".

8. Comply with the Certifications applicable to it in Exhibits V and VII attached.

THE AGENCY CERTIFIES:

1. That the public purpose is served by the financial participation of the AGENCY in the project described in **Exhibit 1—Statement of Work**.
2. That the HOME Program funds designated for the project constitute reasonable and prudent assistance necessary for the completion of the project.

THE AGENCY AGREES TO:

1. Complete in a timely manner all Environmental Reviews (ERs) and intergovernmental reviews as described in HOME Program guidelines and Executive Order 12372.
2. Provide Technical Assistance on a continuing basis to the CHDO to comply with applicable federal provisions governing the use of HOME Program funds.
3. Approve all requests for reimbursement, review all requests for Contract amendments and make recommendations thereof in a timely manner.
4. Monitor timely implementation of CHDO's project including encumbrance obligation. Make recommendations for compliance.
5. Keep Consortium informed of progress toward goals.
6. Serve as lead in Consortium monitoring team for CHDO annual formal monitoring.
7. Be the lien holder for all real estate developed, if applicable.
8. Disburse funds in a timely manner as described in this Contract.
9. Comply with the Certifications applicable to it in Exhibits V and VII attached.

FINANCIAL RECORDS:

1. CHDO's accounting system and financial records shall comply with the applicable requirements and standards of OMB Circulars A-110, A-122, and A-133. Such systems shall be subject to monitoring from time to time by the ADMINISTRATOR, the AGENCY or by the Department of Housing and Urban Development.
2. CHDO shall adhere to applicable audit requirements as described and in accordance with Part 44 and OMB Circular A-133. In addition, CHDO must provide annual audited financial statements.
3. CHDO shall adhere to the repayment of investment requirements set forth in 24 CFR §

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92.503. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in § 92.252 or § 92.254, as applicable, must be paid in accordance with 24 CFR § 92.503(b)(3).

PROJECT PROCEEDS: All proceeds generated from CHDO development activities, such as interest on HOME loans or proceeds from permanent financing, shall be considered project proceeds and subject to the project proceeds requirements set forth in HOME Program regulations. Project proceeds shall be tracked by the CHDO. Documentation supporting the amount of project proceeds received and expended shall be submitted on the periodic progress report, if requested by the AGENCY. Project proceeds shall be retained and expended by the CHDO for eligible program expenses before additional HOME funds are requested. All unexpended proceeds shall be forwarded to the Agency at the end of the contract period.

RECAPTURED FUNDS: All funds recaptured because housing no longer meets affordability requirements, shall be forwarded to the AGENCY in accordance with 24 CFR § 92.503. (See attached EXHIBIT VIII—Recapture Provisions.)

ENVIRONMENTAL CONDITIONS:

1. The CHDO agrees to comply with: the National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 CFR Parts 1500 – 1508; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities pursuant thereto Title 24, CFR Part 58, Subpart A; CPD Notice 01-11 HOME Environmental Review Requirements and with all conditions required in the process of the environmental assessment.
2. Air and Water - The CHDO agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - Clean Air Act, 42 USC, 7401, et seq., as amended.
 - Federal Water Pollution Control Act, as amended, 33 USC 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.
 - Environmental Protection Agency (EPA) regulations pursuant to 40 CFR part 50, as amended.
 - CHDO agrees to comply with conditions set forth by the Air Pollution Division of Maricopa County Environmental Services or other County agency, as required.
3. Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the CHDO shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. (In the case of housing, the homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.)
4. Historic Preservation

The CHDO agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are listed or eligible for the National Register of Historic places, or included on any state or local historic property inventory or any archaeological findings.

INSURANCE REQUIREMENTS:

1. COVERAGE

CHDO, at CHDO's own expense, shall purchase and maintain the required minimum insurance as set forth in this Contract with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the AGENCY.

All insurance required shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the AGENCY, constitute a material breach of this Contract.

The CHDO's insurance shall be primary insurance as respects the AGENCY, and any insurance or self-insurance maintained by the AGENCY shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the AGENCY.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the AGENCY under such policies. The CHDO shall be solely responsible for the deductible and/or self-insured retention and the AGENCY, at its option, may require the CHDO to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The AGENCY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The AGENCY shall not be obligated, however, to review such policies and/or endorsements or to advise CHDO of any deficiencies in such policies and endorsements, and such receipt shall not relieve CHDO from, or be deemed a waiver of the AGENCY'S right to insist on strict fulfillment of CHDO's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation,

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shall name the AGENCY, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder shall contain a waiver of transfer of rights of recovery (subrogation) against the AGENCY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CHDO's work or service.

- a. Commercial General Liability. CHDO shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

- b. Automobile Liability. CHDO shall maintain Automobile Liability insurance with Combined Single Limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to CHDO's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.
- c. Workers' Compensation. The CHDO shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CHDO's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- d. Professional Liability. The CHDO retained by the AGENCY to provide the work or service required by this Contract shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the CHDO, or any person employed by the CHDO, with a limit of not less than \$1,000,000 each claim.

2. CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, CHDO shall furnish the AGENCY with Certificates of Insurance, or formal endorsements as required by the Contract, issued by CHDO's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and title.

In the event any insurance policy(ies) required by this Contract is/are written on a "claims made" basis, coverage shall extend for two years past completion and

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acceptance of the CHDO's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the AGENCY fifteen (15) days prior to the expiration date.

3. CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the AGENCY.

4. INDEMNIFICATION

During the term of this Contract, CHDO shall indemnify, defend, protect and save harmless AGENCY and any and all of its officers, agents, and employees from and against any and all actions, audits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, brought, made, filed against, imposed upon or sustained by AGENCY, its officers, agents, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by CHDO, its officers, agents or employees, or by any person or persons acting on behalf of CHDO and with CHDO's knowledge and consent, expressed or implied.

REVERSION OF ASSETS:

Upon expiration, cancellation or termination of this Contract, CHDO shall transfer all remaining funds or other assets relating to the HOME Investment Program to the AGENCY. A written letter of intent to terminate must be submitted to the AGENCY a minimum of 30 days prior to termination of Contract. All unencumbered funds as of the date specified in the "Contract Term" paragraph (on page one) of this Contract shall be reallocated by AGENCY per **EXHIBIT II—HOME Program Reallocation**.

FURTHER PROJECT REQUIREMENTS:

1. Maximum per Unit Subsidy (92,250). The total HOME funds that may be invested on affordable per unit basis is 100% of the per-unit dollar limits established by HUD under 221 (d) of the National Housing Act in area where project is located. See **EXHIBIT VI—Basic Threshold Requirements**.
2. If a combination of HOME and Federal low-income tax credit is used in a project, the applicable section of 221 (d) of the National Housing Act per-unit dollar limits are reduced by the per-unit net proceeds from any sale of the tax credit, or by the per-unit present discounted cash value of the project owner's share of the tax credit based on a discount rate equal to the 10-year Treasury note rates.
3. No funds may be encumbered prior to the issuance of a Release of Funds, if applicable. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the Environmental

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Review Record of every project site by address. The responsibility for certifying the appropriate ERR and Release of Funds (ROF) shall rest with the AGENCY, but the environmental review shall be performed by the Consortium. Provision of specific addresses and other necessary information to the Administrator and the Agency is the responsibility of the CHDO. It is the responsibility of the CHDO to notify the Consortium, and to refrain from making any commitments or expenditures on a site until an Environmental Review Record has been completed. Failure to meet these conditions shall mean that requested funds will not be disbursed.

4. Affordability requirements of **EXHIBIT III--Affordability** must be secured by a Promissory Note. Promissory Notes must be recorded with the County Recorder for all loans made with HOME funds.

IMMIGRATION LAW COMPLIANCE:

Under the provisions of A.R.S. §41-4401, the Agency warrants to the City that the Agency and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Agency and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Agency or any of its subcontractors will be considered a material breach of this Agreement and may subject the Agency or Subcontractor to penalties up to and including termination of this Agreement or any subcontract. The Agency will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Agency's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Agreement by the City.

The City retains the legal right to inspect the papers of any employee of the Agency or any subcontractor who works on this Agreement to ensure that the Agency or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Agency and any of its subcontractors to ensure compliance with this warranty. The Agency agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

CONTRACTS WITH SUDAN AND IRAN:

In accordance with A.R.S. §35-391.06 and 35-393.06, the Agency certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

GENERAL PROVISIONS:

1. It is expressly understood by the parties that this Contract has been negotiated and executed in anticipation of receipt of funds by the AGENCY from the U.S. Department of Housing and Urban Development (Funder) pursuant to the HOME Program and that therefore, the terms, conditions and sums payable under this Contract are subject to any changes or limitations which may be required by Funder and the HOME Program

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regulations. Notwithstanding any other provisions of this Contract, any payment to CHDO by AGENCY under this Contract is contingent upon the actual receipt of funds from Funder.

2. The parties agree that, subsequent to the execution of the Contract, the City of Scottsdale's Community Assistance Manager shall be designated ADMINISTRATOR and shall represent the AGENCY in the administration of this Contract. All written communication between the CHDO and the ADMINISTRATOR shall be sent to Contract Contact Persons:

<u>Agency</u>	<u>CHDO</u>	<u>Administrator</u>
Name:		Michelle Albanese
Title:		Community Assistance Manager
Address:		7515 East 1 st Street
City/Town:		Scottsdale, Arizona 85251
Phone:		(480) 312-7647
Fax:		(480) 312-7761

3. The parties acknowledge that no member of the governing body of, nor any employee of, the AGENCY who exercises any functions or responsibilities in connection with the carrying out of the project to which this Contract pertains has any personal interest direct or indirect in this Contract.
4. The Exhibits to this Contract are incorporated into this Contract by this reference, as if fully set forth.
5. This Contract supersedes any and all other contracts and no other contract or amendment hereto shall be effective unless executed in writing and signed by both AGENCY and CHDO. The AGENCY or the CHDO may request changes. If approved by the AGENCY, any such request shall be incorporated into written amendments to this Contract.
6. This Contract shall be governed by and construed in accordance with the laws of the State of Arizona and all applicable federal laws and regulations. Any lawsuit arising from this Contract shall be brought in the appropriate court in Maricopa County, Arizona.
7. The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.
8. The AGENCY may, at any time, by written order, make changes within the general scope of this Contract in any one or more of the following areas:
 - Work Statement activities reflecting changes in Federal, State, County or Department regulations, policies or requirements;
 - Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by Funding Source or Department regulations, policies or requirements. It is the responsibility of the CHDO to ensure the latest documents are consulted and followed.
9. CHDO, its employees and agents, are independent contractors in the performance of work and the provision of services under this Contract and are not to be considered an

officer, employee, or agent of AGENCY.

SUSPENSION AND TERMINATION:

1. In accordance with 24 CFR 85.43, AGENCY may suspend or terminate this Contract if CHDO violates any term or condition of this Contract, which include but are not limited to the following:
 - a. Failure to comply with any of the rules, regulations or provisions referred to in this Contract, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives, as may become applicable at any time;
 - b. Failure, for any reason, of the CHDO to fulfill its obligations under this Contract, in a timely and proper manner;
 - c. Ineffective or improper use of funds provided under this Contract;
 - d. submission by the CHDO to the City of reports that are incorrect, or incomplete, in any material aspect; or
 - e. CHDO fails to maintain a good faith effort to carry out the purpose of this Contract.
2. In the event of suspension or termination of the Contract pursuant to section 1 above, the following apply:
 - a. All funds awarded to the CHDO pursuant to this agreement shall be immediately revoked and any approvals related to the CHDO's Program Activity shall immediately be deemed revoked and canceled. In such event, the CHDO will no longer be entitled to receive any compensation for work undertaken after the date of the suspension or termination of this agreement, as the grant funds will no longer be available for this project.
 - b. CHDO may receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said suspension or termination.
 - c. Notwithstanding 2(b) above, the CHDO shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any breach of the Contract by the CHDO and the AGENCY may withhold any payments to the CHDO for the purpose of setoff until such time as the exact amount of damages due the AGENCY from the CHDO is determined whether by court of competent jurisdiction or otherwise.
 - d. Such suspension or termination shall not affect or terminate any of the rights of the AGENCY as against the CHDO then existing, or which may thereafter accrue because of such default, and the foregoing provisions shall be in addition to all other rights and remedies available to the AGENCY under the law and any note and mortgage (if in effect), including but not limited to compelling the CHDO to complete the project in accordance with the terms of this Contract, in a court of equity.
 - e. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.
3. AGENCY or CHDO may terminate this Contract for convenience in accordance with 24 CFR 85.44. Both parties shall agree upon the termination conditions including the effective date of the termination. The party initiating the termination shall notify the other party in writing stating the reasons for such termination.
4. This Contract is also subject to termination pursuant to A.R.S. §38.511.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective on the first date written above.

CHDO:

BY: _____
ITS: _____

DATE: _____

TAX ID #: _____

CITY OF SCOTTSDALE,
an Arizona municipal corporation

BY: _____
W.J. "Jim" Lane, Mayor

DATE: _____

ATTEST: _____
Carolyn Jagger, City Clerk

DATE: _____

APPROVED AS TO FORM:

Bruce Washburn, City Attorney
By: Jennifer Pollock, Assistant City Attorney

DATE: _____

CITY OF SCOTTSDALE REVIEWED:

Jan Cameron, Parks, Recreation
and Human Services Director

DATE: _____

Edward M. Howard, Risk Management Director

DATE: _____

Michelle Albanese, Community Assistance Manager
Contract Administrator

DATE: _____

**CITY OF SCOTTSDALE
CHDO CONTRACT
EXHIBITS**

EXHIBIT I	Statement of Work
EXHIBIT II	HOME Program Reallocation
EXHIBIT III	Affordability
EXHIBIT IV	Method of Reimbursement
	IVa Letter of Certification/CHDO Letterhead
	IVb HOME Funds Match Certification
	IVc HOME Monthly Progress Report
	IVd Payment Certification HUD form 40099
EXHIBIT V	HOME Certifications
EXHIBIT VI	Basic Threshold Requirements
EXHIBIT VII	HOME Regulations & Administrative Guidelines
EXHIBIT VIII	Recapture Provisions

STATEMENT OF WORK:

Agency
Name:
Specific Service
Area:

Funding
Year: 2013/2014

Project Work Scope: (in accordance with the provisions of 24 CFR Part 92.504 (c))

HOME Funds will be used for: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Housing Rehabilitation | <input type="checkbox"/> Home Ownership |
| <input type="checkbox"/> Multi-Family Rental (4 units or less) | <input type="checkbox"/> Multi-Family Rental (5 or more units) |

Activity Type : (Check all that apply)

- | | | | |
|--------------------------------------|-------------------------------------|---|---|
| <input type="checkbox"/> Acquisition | <input type="checkbox"/> Demolition | <input type="checkbox"/> New Construction | <input type="checkbox"/> Reconstruction |
|--------------------------------------|-------------------------------------|---|---|

Specific activity is:

Beneficiaries:

Number of households (Income Level):

At or below 30% of median:

At or below 50% of median but above 30%:

At or below 80% of median but above 50%:

Other (specify):

Service Group:

Elderly:

Family:

Handicapped:

Other:

Initial and subsequent eligibility will be verified by:

Outcomes Expected*:

PROJECT NAME: AFFORDABLE RENTAL MOVEMENT OF SAVE THE FAMILY

PROJECT NARRATIVE

Schedule of Implementation:

<u>Tasks</u>	<u>Dates</u>

PROJECT BUDGET SUMMARY: (Sources & Use of Funds)

	REQUESTED HOME AMOUNT	MATCH (25%) AMOUNT	IN-KIND AMOUNT	OTHER RESOURCES AMOUNT	TOTAL BUDGET
Acquisition					
Demolition					
New Construction					
Reconstruction					
Rehabilitation					
Relocation					
Other (dev.fees)					

PROJECT MATCH BY SOURCE:

(Note: Attach letter(s) of commitment
from source(s) providing the match)

Volunteer Hours

Career Development Director

Program Support-HFIP

***see attachment

TOTAL

AMOUNT

SOURCE

DETAILED PROJECT BUDGET – Attach a detailed project budget specific for proposed project. The detailed budget should include, at a minimum, each cost component by year.

Estimated Project Proceeds: \$0

Project Proceeds will be expended for: 0

HOME PROGRAM REALLOCATION

In the course of administering the HOME Program, the Maricopa Home Consortium has determined that there are circumstances under which reallocation of certain (Member City and/or CHDO) HOME Funds is necessary. In some cases, there may be residual amounts of unexpended project or administrative funds at the completion of a project. In other cases, a project may become infeasible after the initial allocation of HOME funds.

When there is a need to reallocate funds, the Consortium shall first prioritize potential CHDO recipients according to the following qualifying criteria:

Qualifying CHDO Criteria:

1. Entities that have existing contracts with the Consortium.
2. Entities that have unfunded, previously submitted applications with the Consortium.
3. Entities that submit new applications to the Consortium as a result of a new RFP process.

During the reallocation process, the Consortium shall remain compliant with HUD's 15% CHDO funding requirement. Reallocated funding shall be awarded to prioritize qualified CHDOs and/or members according to the following funding reallocation criteria:

Funding Reallocation Criteria:

1. Ability to expend reallocated amount.
 - Ability to encumber within time limits.
 - Level of effort in place to appropriately expend amount available.
 - Ability to secure non-federal match.
 - Timely implementation of current and past projects.
 - Current and past monitoring findings.
 - Monthly reporting record.
2. Need
 - Compared to the priorities outlined in the five-year Consolidated Plan.
 - Degree of urgency.
 - Relative levels of existing funding.

All reallocation actions shall be based on the advice and consent (majority vote) of city representatives to the Maricopa HOME Consortium. Reallocations not exceeding 10% of the original allocation shall be amended by Maricopa County Community Development administrative action. Contract amendments exceeding 10% of the original allocation require the approval of the Maricopa County Board of Supervisors.

AFFORDABILITY
(Does not apply to single family rehabilitation)

The CHDO agrees to comply with the specific provisions of 24 CFR Part 92, Subpart F, in addition to the following requirements.

I. HOMEOWNERSHIP PROGRAMS (Homebuyers)

Properties must be affordable to low-income purchasers. Affordability is achieved if the monthly payments for principal, interest, property taxes and insurance do not exceed 30% of the gross income of a family.

The affordability standard is applied to both the original homebuyer and subsequent purchaser. The purchase agreement must require repayment of the funds if the housing does not meet the affordability requirements for the specified time period. The term of affordability for subsequent purchase shall be up to 20 years after the property is sold to the new homeowner. The actual term of the affordability standard is determined by the type of property being occupied as a new homeownership initiative. If the property is new construction the term is 20 years. If the property is an existing structure, the term of affordability is 5 years if \$15,000 or less of HOME money is utilized, 10 years for \$15,000 to \$40,000 and 15 years for amounts over \$40,000. These terms of affordability remain in existence from the time of initial purchase by the original homebuyer.

II. RENTAL PROGRAMS *

Every HOME assisted unit is subject to rent controls, which insure rents are affordable to low-income families. There are two rental rates assigned to the HOME assisted units known as **High** and **Low** rental rates.

High rental rates are required for up to 80% of the HOME assisted rental units and must be the lesser of:

- Section 8 Fair Market Rents (FMR's) or area-wide exception rents for existing housing minus tenant paid utilities;
- OR
- Rents which are 30% of the adjusted income for households at 65% of median income or area-wide exception rents minus tenant paid utilities;

Low rental rates are required for at least 20% of the HOME assisted units and must be:

- Equal to 30% of annual incomes for households at 50% of median income minus tenant paid utilities.

- * **Note:** Calculations and current standards for FMR's, status of area rent exceptions, median income standards and High or Low rental rates vary annually. The most current figures must be used throughout the period of affordability. These can be obtained from the local HUD Office or the ADMINISTRATOR.

UTILITIES -

The maximum allowable rent must be reduced if the tenant pays for utilities. The FMR's provided on which rental rates are calculated include all utilities except telephone.

(Included in FMR are allowances for water, gas, electrical and associated combined utility fees for municipal trash removal, etc.) If the tenant pays for any of them then the rent must be reduced accordingly. Any proposed utility adjustment other than a reduction of rent for tenant paid utilities must be approved by the AGENCY in advance.

BASIC CALCULATION FOR AFFORDABLE HOME RENTAL RATES -

High rent calculations for 80% of HOME assisted units:

Obtain the area FMR's by bedroom size and/or any area wide rent exceptions. This information is available from the ADMINISTRATOR. Obtain the maximum rents, based on the number of bedrooms for families earning 65% of median income. Again, this information is available from the ADMINISTRATOR. The lower of the above two calculations provides the high rent for 80% of the HOME assisted units.

Low rent calculations for 20% of HOME assisted units:

Obtain from the ADMINISTRATOR the rents allowed by bedroom size for families earning 50% of median income. This is your low rent rate for 20% of the HOME assisted units.

Adjust this figure by subtracting any tenant paid utilities.

TERM OF RENT CONTROL - *

Rent control term is determined by the average amount of HOME investment per unit as follows:

- (a) All New Construction or Acquisition of New Housing has a minimum affordability period of 20 years.
- (b) Where units are rehabilitated or purchased as existing units the following terms of affordability apply:
 - (1) Where the average investment per unit is less than \$15,000 there is a 5-year minimum period of affordability.
 - (2) Where the average investment per unit is \$15,000 to \$40,000 there is a 10-year minimum period of affordability.
 - (3) Where the average investment per unit is over \$40,000 there is a 15-year minimum period of affordability.

- * If the individual project is FHA insured, the term of affordability is the term of the mortgage insurance or the specified minimum for the investment, whichever is greater.

GENERAL RENT AFFORDABILITY CONSIDERATIONS -

Monthly rents and unit allowances must be recalculated annually by the owner of the units.

Annual publications of Fair Market Rents (FMR) are available from HUD or the ADMINISTRATOR, so new rent rates can be established. This means according to the FMR HOME High or Low rental rates may increase or decrease.

HOME Family Income Limits are calculated periodically by HUD and available from the local HUD office.

METHOD OF REIMBURSEMENT

Payments shall be made to all CHDOs by the City of Scottsdale upon receipt of the following documents:

- A) A letter from the CHDO (on official letterhead) which summarizes the dollar amount of the request, match, program income (if any), project number, release of funds date, and a certification that documents are on file and that all federal requirements have been adhered to. **Exhibit IVa** contains an outline of the required information and is provided for your assistance.
- B) Invoice detailing the payment request.
- C) Payment Certification HUD Form 40099 (**Exhibit IVd**).
- D) Proof of payment and a copy of the invoice(s) for which reimbursement is requested.
- E) The HOME Funds Match Certification Form (**Exhibit IVb**) must be completed for each pay request. The source documentation for match contribution must be from non-federal sources, not previously utilized in another program or project, submitted with the pay request and subsequently be available for monitoring and auditing.
- F) A monthly progress report (**Exhibit IVc**) is to be submitted every month by the **10th of the following month** with a narrative of progress status of the activity.
- G) A quarterly project proceeds report is to be submitted with associated documentation to support the amount of project proceeds and expended proceeds.
- H) CHDOs who do request funds in advance of an actual payment being made to a contractor must further certify that they shall disburse funds within three (3) days of receipt of the funds from the City of Scottsdale.

CHDO LETTERHEAD

(DATE)

City of Scottsdale
Community Assistance Office
ATTN: Justin Boyd
7515 East First Street
Scottsdale, Arizona 85251

RE: (PROJECT NUMBER) _____ PROJECT ROF DATE _____
ENVIRONMENTAL RELEASE DATE FOR REQUESTED ADDRESS: _____

Dear Mr. Boyd:

This letter will certify that the CHDO has complied with the requirements of the Department of Housing and Urban Development (HUD), City of Scottsdale, the specific requirements of the HOME Program and the appropriate CHDO Contract in the development and administration of the above-referenced project. The CHDO additionally certifies that the project files, including project management documentation files, financial documentation, and complete environmental files are available for inspection in our offices.

Therefore, the CHDO respectfully requests reimbursement payment of project funds in the amount of \$ _____ as established by the attached invoices, the current project status report, proof of payment, and other supporting documentation. Please note that the program income of

\$ _____ was accumulated and spent on HOME eligible activities prior to the disbursement of this requested amount. The required match outlined in the enclosed Exhibit IVb is certified to be from non-federal sources and has not been previously utilized.

[] This is the final request for reimbursement on Project No. _____ which was completed on _____ (Date).

Sincerely,

(Below endorsement applicable only for ADMINISTRATOR approving payment request for a CHDO)

The attached reimbursement request has been reviewed in accordance with the CHDO Contract and is approved for payment.

By: _____
Title _____

c:

Exhibit IV
Resolution 9367
Exhibit D
Page 23 of 39

Exhibit IVb

Fiscal Year _____

MCCD 09/16/96

CDBG/HOME Program HOUSING MONTHLY PROGRESS REPORT for the Month of: _____

PROJECT NO.:
 PROJECT NAME:
 PROGRAM YEAR:
 RELEASE OF FUNDS DATE:
 SUBRECIPIENT:
 CDAC REPRESENTATIVE:
 PROJ. ADMINISTRATOR:
 Submitted by: _____
 Date: _____

FINANCIAL STATUS (INCEPTION TO DATE)
 Encumbrance: \$ _____ (A)
 Expenditure: \$ _____ (B)
 Unused Amount: \$ _____ (C)
 Total Appropriation: \$ _____ (A+B+C)

Does Program Income = Program Income Expenditure?

[] Yes [] No

If so, how much Inception to Date

Income/Expenditure? \$ _____

CFDA# : 14.218 (CDBG) or 14.239 (HOME)

FISCAL YR. Goal:

Accomplishments this Month:

Actual Accomplishments:

(As of June 30)

OVERALL TOTALS:	Activities		Type of Activity*	CONSTRUCTION STATUS	CONTRACT COST			CONTRACT STAGE OF WORK (DATES)								
	Completed			Name/Address: Ethnic/Income/Fam. Size/Head	Prog. \$	Leverage	Total	INSP	ATEF	WU	BID	40%	70%	90%	COMP	
	CM	ITD														
(Detailed Below)																
Ethnic																
Background:																
White																
Black																
Hispanic																
Indian																
Oriental																
Other																
Income:																
<30																
<50																
<80																
Family Size:																
1																
2																
3																
4																
5																
6																
7																
8																
Household																
Head:																
Male																
Female																

(SRP5.3)

* Type: A = Acquisition; C = New Construction; H = Homebuyer Assistance; R = Rehab

MCCD 11/98

LOCCS/VRS

0013 (exp. 11/30/97)

**HOME Program Payment Certification
VOUCHER**U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB Approval No. 2501-

Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2501-0013), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not conduct or sponsor, and a persons is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Do not send this form to the above address

1. Voucher Number 019 		2. LOCCS Pgm. Area: HOME	
		6. Participant's Name & Address:	
		6a. Participant's Tax ID No:	
9. Project Number (as assigned by HUD)		\$ Amount of Request (show dollars & cents)	Check type of Disbursement Partial Final
			1 2
			1 2
			1 2
			1 2
			1 2
10. Voucher Total		\$	

I hereby certify that all the information stated herein, as well as any information provided in any accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

11. Name & Phone Number (including area code) of the Authorized Person who called:	12. Signature:	13. Date of Request
	X	

Privacy Statement: Public Law 97-255, Financial Integrity Act, 31 U.S.C. 3512, authorizes the Department of Housing and Urban Development (HUD) to collect all the information (except the Social Security Number (SSN) which will be used by HUD to protect disbursement data from fraudulent actions. The Housing and Community Development Act of 1987, 42 U.S.C. 3543, authorized HUD to collect the SSN. The data are used to ensure that individuals who no longer require access to Line of Credit Control System (LOCCS) have their access capability promptly deleted. Provision of the SSN is mandatory. HUD uses it as a unique identifier for safeguarding LOCCS from unauthorized access. Failure to provide the information requested may delay the processing of your approval for access to LOCCS. This information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law.

Instructions for the HOME Program Certification/Voucher

The Certification / Voucher form must be completed for each request of HOME funds. It is necessary to prepare the Certification/Voucher form prior to calling HUD to request funds from the Cash & Management Information (C/MI) System.

Telephone the HOME C/MI Voice Response System (VRS) at (702) 391-1400 and provide your security ID. After completing the call the original copy must be kept in the Participant's HOME Program file.

Specific Instructions:

Item 1 **Voucher Number:** Provided by the HOME C/MI System VRS at the time of call –in.

Item 2 **LOCCS Program Area:** The program code for the HOME Program is preprinted in block 2.

Item 6 **Participant's Name:** Enter the name of the participant Identified in the funding agreement.

Item 6a **Participant's Tax Identification No:** Enter the tax (employer) Identification Number shown in item 6 on Standard Form 424 of the HOME Application and the SF 1199A (direct deposit form).

Item 9 Project Number & Funds

Requested: Enter the project

Number assigned by HUD and the amount requested for Each project.

Item 10. **Voucher Total:** The voice response system (VRS) will Confirm the amounts requested by project and the total Amount requested at the end of the call-in.

Item 11. **Name & phone number** (including area code) of the Authorized person who completed the call-in to VRS. The Authorized person is shown on line 3 of form HUD-27054.

Item 12. **Signature** of the person identified in Item 11.

Item 13. **Date of this Request:** Enter the date of the call-in to request funds.

HOME CERTIFICATIONS

In accordance with the provisions of the Home Investment Partnerships Act and with 24 CFR 92.150 of the Home Investment Partnership Program Rule, the Maricopa HOME Consortium, hereafter referred to as the Consortium, a participating jurisdiction, certifies that:

- (A) Before committing any funds to a project, The Consortium will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;
- (B) The Consortium does not intend to provide tenant based rental assistance;
- (C) The submission of the program description is authorized under State and local law (as applicable), and that the Consortium possesses the legal authority to carry out the Home Investment Partnership (HOME) Program, in accordance with the HOME regulations;
- (D) The Consortium will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24 and the requirements of 24 CFR 92.353;
- (E) The Consortium will use HOME funds pursuant to its Consolidated Plan(s) approved by HUD and all requirements of 24 CFR Part 92;
- (F) The Consortium will continue to provide a drug-free workplace by:
 - 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The participating jurisdiction's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
 - 4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the AGENCY in writing, within ten calendar days after receiving notice under paragraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal AGENCY has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency.
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
- (G) To the best of its knowledge and belief:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consortium, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract;
 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 contract, the Consortium will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. The Consortium will require that the language of paragraph (F) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts) and that all CHDOs shall certify and disclose accordingly.

BASIC THRESHOLD REQUIREMENTS

General outline of permitted activities fall under one of the three types of projects below. Specific requirements are listed in 24 CFR Part 92 and appropriate chapter of the 1997 HOME Program Primer included herein. Minimum per unit investment must be no less than \$1000.

1. Home Owner Rehabilitation (not permitted as a CHDO activity)

- a. The homeowner's income may not exceed 80% of the median income for Phoenix.
- b. Owners must occupy the home as their principal residence.
- c. The appraised value of the home after rehabilitation must not exceed the HUD section 203(b) mortgage limit.
- d. The maximum HOME subsidy is 100% of the Section 221(d) mortgage limits.

2. Homebuyers

- a. The purchaser's income may not exceed 80% of the median income for Phoenix.
- b. The purchaser must occupy the new property as their principal residence.
- c. The appraised value of the property to be acquired must not exceed 95% of the HUD section 203(b) limits for the type of housing being purchased. Any rehabilitation costs must also be included in this limit.
- d. The property must remain affordable to a subsequent buyer and the approved Consortium Resale restrictions must be included in the purchase deed restrictions.

3. Rental Housing Production

- a. Rents must be controlled in accordance with Section 8 guidelines for the Phoenix area. (See Affordability, **Attachment III**)
- b. Tenants must be low income,
 - 1) 20% of units must be occupied by persons whose income is at or below 50% of the Phoenix median income.
 - 2) Persons whose income is below 60% of the Phoenix median income must occupy the balance of the units. If there are more than five units in a project, then at least 20% of the units must be occupied by persons whose income is at or below 50% of the Phoenix median income.
- c. Maximum subsidy limits established by HUD cannot be exceeded.
- d. Special accessibility requirements apply to some rental projects.

4. Energy Saving Requirements

HUD funds utilized in housing programs require specific energy efficient procedures. All new construction must comply with the current edition of Council of American Building Officials (CABO) Model Energy Code in accordance with Part 92.251 and substantial rehabilitation must comply with the HUD Cost Effective Energy Conservation and Effectiveness Standards (CEECS) in 24 Part 39. In other rehabilitation activities, the below measures are to be incorporated that are cost effective. Independent studies by public finance and economic development firms have proved that up front energy saving techniques are amortized in a few years by savings in resultant lower electric and gas utility payments made by residents of affordable housing.

In order to comply with these energy saving requirements in the Phoenix area, it will be necessary to provide an insulation envelope that includes R-19 values in walls and R-30 in ceilings/roofs. An approved vapor barrier must be included with the exterior insulation. All cracks and voids in the exterior building envelope shall be sealed to prevent air infiltration that can count for as much as 40% of energy loss. Ducts installed in uncooled spaces must have an R-6 insulation. Thermostats are to be installed that control temperature ranges from 55° to 85° F and located away from heat generating devices such as refrigerators. In addition, windows will be reduced in size to the minimum area and shall be double-glazing. Sun struck windows are to be covered with sun screens.

Additional considerations might include the use of vinyl framed windows (with improved ultraviolet barrier provisions) in lieu of wood or metal framing as they are generally lower cost and do not require periodic painting. Limit the use of dark colored roofs and walls as they absorb heat to a greater degree. The use of high-efficiency energy heat pumps will provide heating and cooling at the same installation cost of separate evaporative cooler and furnace systems. Ceiling fans will extend the comfort range of occupants to the low 80's and operate at low cost. If reduced air infiltration envelopes described above are installed, the energy costs have been demonstrated to be the same or lower for the average informed homeowner utilizing heat pump systems. Experience has demonstrated significant lack of proper maintenance of evaporative coolers that ultimately cause extensive roof repairs and frequent cooler replacements, increasing long-term costs to the homeowner.

HUD has provided a Model Energy Code Compliance Guide, MECheck Manual, HUD-1560-PDR dated October 1995. The specific features of individual house plans and designs can be individually reviewed with a software version of MECheck, however the above measures prescribed in the Compliance Guide will satisfy the required energy savings in a vast majority of affordable home plans that are utilized in the Phoenix area.

5. Lead-Based Paint

Any activity that receives HOME funds must comply with 24 CFR 92.355 § Part 35, including first-time homebuyer programs and rental assistance programs, as well as rehab activities. HOME funds can be targeted to specific units; however, all units in the assisted building are subject to lead-based paint hazard controls.

Notification of lead-based paint hazards is required for tenants, purchasers, and owner-occupants of all HOME assisted units constructed before 1978.

Defective paint surfaces in all units constructed before 1978 will be inspected regardless of the occupancy of the unit.

If the unit houses a child under 7 who has an EBB greater than 25, all interior and exterior chewable surfaces must be tested with an XRF tester. If lead-based paint is found, the surfaces must be treated according to Part 35. It is permissible to not test and treat all surfaces according to Part 35.

6. Property Standards

All housing will meet property standards of 24 CFR 92.251, upon project completion and during the period of affordability.

Housing that is constructed or rehabilitated with HUD funds must meet all of the applicable local codes, rehabilitation standards, ordinances and zoning ordinances at the time of the project completion. Housing must be safe, decent and sanitary.

HOME REGULATIONS & ADMINISTRATIVE GUIDELINES

A. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS

1. CHDOs shall comply with the requirements and standards of 24 CFR Part 84 Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, OMB Circular A-122, "Cost Principles for Nonprofit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable, and with the following "Attachments" to OMB circular A-110:
 - a. Attachment A, "Cash Depositories," except for paragraph 4 concerning deposit insurance.
 - b. Attachment B, "Bonding and Insurance."
 - c. Attachment C, "Retention and Custodial Requirements for Records," except that in lieu of the provisions in paragraph 4, the retention period for records pertaining to individual community development Block Grant (CDBG) activities starts from the date of submission of the annual performance and evaluation report, as prescribed in Section 570.507, in which the specific activity is reported on for the final time.
 - d. Attachment F, "Standards for Financial Management Systems."
 - e. Attachment H, "Monitoring and Reporting Program Performance, paragraph 2.
 - f. Attachment N, "Property Management Standards," except for paragraph 3 concerning the standards for real property, and except that paragraphs 6 and 7 are modified so that:
 - (1) In all cases in which personal property is sold, the proceeds shall be program income, and
 - (2) Personal property not needed by the CHDO for HOME activities shall be transferred to the Community for the HOME Program or shall be retained after compensating the Community.
 - g. Attachment O, "Procurement Standards."

- B. The parties to this Contract agree that they will utilize and make available the HOME funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability Act. These regulations listed in 24 CFR 92.350-92.454 include:

1. The requirements of the Fair Housing Act, 42 CFR 3601-20, and implementing regulations at 24 CFR Part 100: Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) and implementing regulations at 24 CFR 107; and Title VI of the Civil Rights Act of 1964, 42 U. S. C. 2000d, and implementing regulations at 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs);

2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S. C. 6101-07) and the regulations at 24 CFR 146;
 3. The prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8;
 4. The requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60 (3 CFR 1964-65, Come, p. 339);
 5. The requirements of section 3 of the Housing and Urban Development Act of 1968, 12 U.S. C. 1702u (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Projects); and
 6. The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, 12138 regarding Women's Business Enterprise, Disadvantaged Business Enterprise and regulations S. 85.36 (e) and of section 281 of the National Housing Affordability Act; and
 7. The requirements of Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency", pursuant to Title VI of the Civil Rights Act.
- C. The parties to this Contract agree that they will prepare and adopt acceptable procedures and requirements for affirmatively marketing units in the HOME projects, when HOME assisted housing contains 5 or more rental units, by providing information about the availability of HOME-assisted units that are vacant at the time of completion or that later become vacant. The parties agree that they will make good faith efforts to provide information and to otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market to the available housing during the period of affordability. These procedures and requirements are not applicable when units are occupied by families referred from a Public Housing Authority's (PHA) waiting list, or to families receiving tenant-based rental assistance provided from HOME funds.
- D. Maricopa County, as the participating jurisdiction, assumes all the responsibilities for environmental review, decision making, and action under the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and the other provisions of the law that would apply to HUD were HUD to undertake such projects as Federal projects in accordance with 24 CFR Part 58. Maricopa County will assume the responsibilities for the Request for Release of Funds. The CHDO agrees not to incur any ineligible expenditure for HOME activities until this environmental review process has been completed. Should it be determined that the CHDO has incurred such expenses in violation of the NEPA requirements, the CHDO will be responsible for repaying the full costs for such future HUD designated questioned costs. The CHDO agrees to provide all necessary assistance to the County in completing this environmental review process.
- E. The parties to this Contract agree to abide with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and the governmental implementing regulations at 49 CFR Part 24 as they apply to this HOME Program.
- F. The parties to this Contract agree to abide with the Davis-Bacon Act (40 U.S.C. 276a-5)

and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), and the provisions of 24 CFR Part 24 regarding Government-wide Debarment and Suspension as they apply to this HOME Program.

- G. The parties to this Contract agree to abide by the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128) as they apply to this HOME Program.
- H. Housing assisted with HOME funds constitutes HUD-assisted housing for the purposes of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.) and is therefore subject to 24 CFR Part 35.
- I. No person who is an employee, agent, consultant, officer or elected official, or appointed official of the Agency or CHDO who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME assisted activity, or have any interest in any contract, subcontract or agreement with respect thereto or the proceeds thereunder, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.
- J. No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.
- K. HOME funds may not be used for operations or modernization of public housing projects financed under the Housing Act of 1937.

RECAPTURE PROVISIONS**RIDER #3 TO FORGIVABLE HOME PROGRAM LOAN AGREEMENT
(Applicable to homebuyer acquisition or construction activities only)**

**NOTICE TO HOME PROGRAM ASSISTED BUYER
THIS HOME FUNDED MORTGAGE MAY BE SUBJECT TO RECAPTURE
IT IS MOST IMPORTANT THAT YOU READ THIS NOTICE CAREFULLY**

You have applied for HOME assistance in your housing. Under this program the U. S. Department of Housing and Urban Development (HUD) through the Maricopa HOME Consortium Participating Jurisdiction will provide assistance to your purchase of property at:

Definitions

"RESPONSIBLE SUBRECIPIENT" could be a city, town or non-profit organization under contract with one of the responsible jurisdictions.

Direct HOME subsidy to the homebuyer is the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit and includes down payment, closing costs, interest subsidies, or other HOME assistance provided directly to the homebuyer. In addition, direct subsidy includes any assistance that reduced the purchase price from fair market value to an affordable price. This does not include any HOME investment for acquisition and/or construction.

Net appreciation of a property is any increase in the value of that property over the original purchase price, minus the reasonable costs of sale, the cost of refinancing the first mortgage, or the cost of the appraisal when paying off the first mortgage without sale of a property (should the mortgagor request satisfaction of the RESPONSIBLE SUBRECIPIENT lien), and minus the reasonable costs of improvements made to the property.

Net proceeds of a sale are the sales price minus closing costs and any non-HOME loan repayments.

Homeowner investment consists of the portion of initial down payment paid by the homebuyer combined with the value of any capital improvements made with the homebuyer's funds since purchase.

Policy and Regulations

Under the HOME Recapture Provision the following conditions apply. You will be required to execute a note and second mortgage (or deed of trust) with addendum at settlement of the mortgage in favor of the responsible jurisdiction in which your funding is being administered (i.e., Maricopa County, City of Chandler, Town of Gilbert, City of Glendale, City of Mesa, City of Peoria, City of Scottsdale, or City of Tempe) to assure repayment of the assistance.

The responsible jurisdiction for this agreement is _____ and the

"RESPONSIBLE SUBRECIPIENT" for this agreement is _____ which will enforce the following recapture provisions:

Repayment of the _____ full or _____ forgiven (check one) subsidy plus the net appreciation is due to the RESPONSIBLE SUBRECIPIENT when any one of the following events occurs:

- a. Sale of property (new mortgage).
- b. Sale of property (assumption of mortgage) to an assumptor who is not eligible for HOME assistance or to an assumptor who is eligible for HOME assistance but chooses not to accept it.
- c. Rental of property (or, in the case of a property with more than one unit, the owner's unit is rented) for more than one year.
- d. Request from the mortgagor, or on behalf of the mortgagor, to satisfy the responsible subrecipient's lien, i.e., refinancing the first mortgage.

In the event this mortgage is assumed, the responsible subrecipient will demand payment of the recapture amount from the mortgagor who is in possession of the property at the time an event occurs that activates the Recapture Provision. The amount of assistance to be recaptured by the responsible subrecipient shall be the amount of assistance actually paid to the mortgagee on behalf of the original mortgagor and any assumptors of the mortgage.

NOTE: Assumptors should be aware that the recapture amount due to the responsible subrecipient will be calculated based on the assistance paid on behalf of the original mortgagor as well as that amount paid on behalf of all previous assumptors of the mortgage.

You can deduct from the value of your home the reasonable costs of selling it; refinancing the first mortgage; paying off the first mortgage without sale of property; and/or paying off the second mortgage or second deed of trust. You can also deduct the reasonable costs of major improvements to your home. To get credit for the costs of improvements, you must save your paid bills plus payments receipts and have them available to submit to the RESPONSIBLE SUBRECIPIENT for calculating the recaptured amount due.

In order that you receive the greatest profit from the sale of your home, it is recommended that IMMEDIATELY AFTER YOU PURCHASE YOUR HOME, A SYSTEM SHOULD BE ESTABLISHED FOR KEEPING A RECORD OF THE COST OF (AND THE PAID RECEIPTS FOR) ANY CAPITAL IMPROVEMENTS THAT ARE MADE TO YOUR HOME AND PROPERTY. Costs for home improvements allowed by HUD, as well as certain costs related to the sale of the property, may be claimed against the appreciation of your property.

Examples of costs for acceptable permanent home improvements (i.e., costs for paid labor, materials and rental equipment) include, but are not limited to, the following permanent improvements:

1. Room additions and other permanent improvements, such as porches, decks, patios, garages, carports, swimming pools, etc.;
2. Finishing off areas that were unfinished when the mortgage was insured, such as basements and attics, etc.;
3. Built-in bookcases, cabinets, fireplaces, closets, etc.;
4. Appliance additions (stoves, refrigerators, built-in dishwashers, built-in microwave ovens, clothes washers and dryers, water heaters and attic and ceiling fans), which are conveyed to the buyer by the seller;
5. Addition of storm windows and doors, replacement windows, security systems, central air conditioning, solar heating systems;
6. Permanent landscaping such as fencing, planting of trees, shrubbery and bushes, landscaping ties, retaining walls, etc.;
7. Swimming pools (there are conditions for allowing them as improvements);
8. Special assessments (The RESPONSIBLE SUBRECIPIENT will handle on a case-by-case basis);
9. Land as an improvement RESPONSIBLE SUBRECIPIENT will handle on a case-by-case basis);
10. Fees for building permits and required inspections.

NOTE: Replacements of appliances, roofs, heating systems (unless replaced by a solar heating system), and carpeting are not allowed against the appreciation of a property.

To claim improvements you must record the improvements with a clear description of the improvement you do on your property. Remember to attach the paid receipts, bills and invoices to your records. Without these documents the cost of your improvements will not be allowed against the appreciation of your property.

Notice to Assumptors

Should you assume the first mortgage on a property that has received Maricopa HOME Consortium funding, it is recommended that you obtain, at settlement:

- (a) a list of all the improvements (and the paid receipts) that were made to the property during the time the former owners had the mortgage;
- (b) a signed copy of each Settlement Statement for each prior sale of the property.

Those costs may be used to offset the appreciation of the property when the RESPONSIBLE SUBRECIPIENT calculates the amount of recapture due to satisfy its lien on the property. However, you, as the last assumptor receiving assistance, must be in possession of the paid receipts and signed Settlement Statements in order to document the cost of assuming the mortgage each time it was assumed. Without these documents, those costs will not be allowed against the appreciation of the property.

Repaying The Responsible Subrecipient Note the following sample templates.

1. When forgiven subsidy is chosen, it should be prorated as follows:

HOME Funds Provided	Affordability Period
<\$15,000	5 years
\$15,001 to \$40,000 1	10 years
>\$40,001	15 years

Prorated Recapture Calculation:

Direct HOME subsidy*		\$
Net appreciation**	+	\$
Total subsidy		\$
Divide by the total years of affordability _____		\$
Multiply by the remaining affordability period	x	\$
Recaptured amount that must be repaid from the net proceeds of the sale.		\$

2. When net proceeds are insufficient to repay the direct HOME subsidy and the homebuyer's investment, the net proceeds may be shared using the following formula:

Share Net Proceeds:

$$\frac{\text{HOME Subsidy}}{\text{HOME Subsidy} + \text{Homebuyer Investment}} \times \text{Net Proceeds} = \text{HOME Recapture Amount}$$

OR

$$\frac{\text{Homebuyer Investment}}{\text{HOME Subsidy} + \text{Homebuyer Investment}} \times \text{Net Proceeds} = \text{Homeowner Repayment}$$

* Enter all HOME funds invested or the remaining unforgiven amount of the forgivable loan.

** Indicate the point of time the net appreciation should be calculated. For example, at closing of the original purchase or when the original purchaser sells or refinances at a future time within the period of affordability.

RESOLUTION NO. 9023

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, APPROVING THE FISCAL YEAR 2012/13 ANNUAL ACTION PLAN FOR THE CITY OF SCOTTSDALE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING THE SUBMITTAL OF THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; APPROVING THE EXECUTION OF A CONTRACT WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND THE PURPOSES FOR WHICH THE FISCAL YEAR 2012/13 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING MAY BE EXPENDED; APPROVING THE MANNER IN WHICH FISCAL YEAR 2012/13 HOME FUNDS SHALL BE ALLOCATED; APPROVING THE REPROGRAMMING OF REMAINING RESOURCES UNDER PRIOR YEARS' FUNDING; APPROVING ALLOCATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS, AS RECOMMENDED BY THE HUMAN SERVICES COMMISSION; AUTHORIZING EXECUTION OF CONTRACTS TO BE FUNDED FROM THESE PROGRAMS FOR THE 2012/13 FISCAL YEAR; APPROVING THE RETURN OF HOUSING REHABILITATION PROGRAM INCOME TO THE CITY LINE OF CREDIT AND/OR REVOLVING LOAN FUND TO BE EXPENDED ON ELIGIBLE REHABILITATION ACTIVITIES; AND AUTHORIZING THE COMMUNITY ASSISTANCE MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO THE CITY HOUSING REHABILITATION PROGRAM.

WHEREAS, the City of Scottsdale is eligible to receive approval for funding from the U.S. Department of Housing and Urban Development (HUD) for Fiscal Year 2012/13 in the estimated amount of \$942,233 in Community Development Block Grant (CDBG) funds and approximately \$176,050 in HOME Investment Partnerships Program (HOME) funds; and

WHEREAS, the City of Scottsdale has CDBG funds from prior years' grants in the amount of \$96,375 and remaining program income from the sale of Civic Center Neighborhood Center in the amount of \$646,645 available for reprogramming, which brings the total CDBG funding to \$1,685,353; and

WHEREAS, the City of Scottsdale has HOME funds from prior years' grants in the amount of \$529,362 available for reprogramming, which brings the total HOME funding to \$705,412; and

WHEREAS, the Human Services Commission held a public meeting on February 7, 2012, heard presentations from non-profit agencies relating to public and housing services and facilities funding, asked questions about the services the agencies were proposing to provide and evaluated the proposals that had been presented; and

WHEREAS, on March 22, 2012, the Human Services Commission made formal recommendations to the City Council for its consideration and approval, relating to projects to be funded for Fiscal Year 2012/2013, as shown in the Exhibits to this Resolution; and

WHEREAS, when the City of Scottsdale receives any program income from the Housing Rehabilitation program's repayment of deferred loans, as evidenced in the Promissory Note and Deed of Trust, these funds are to be returned to the City's CDBG Line of Credit and/or revolving loan fund to be expended on eligible rehabilitation activities;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Arizona, as follows:

Section 1. The City Council hereby approves the City of Scottsdale's Fiscal Year 2012/13 Annual Action Plan ("Plan") and authorizes the City Manager to execute, on behalf of the City, appropriate certifications and submit the Plan to the U.S. Department of Housing and Urban Development.

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Section 2. The Fiscal Year 2012/13 CDBG Annual Action Plan submitted to HUD shall reflect the following usage of funding, and the city manager is hereby authorized, on behalf of the City, to execute a contract with HUD for Fiscal Year 2012/13 CDBG funding:

Public Service Activities	\$ 365,913
Program Administration	188,467
Housing Rehabilitation Activities	345,000
Public Facilities	<u>604,391</u>
TOTAL CDBG ACTIVITIES	\$1,503,771

Section 3. The Fiscal Year 2012/13 HOME funds shall be allocated in the following manner, contingent upon securing the necessary 25% cash match from non-federal sources from the organizations receiving the funding:

Acquisition/Rehabilitation of Real Property	\$694,409
Program Administration Costs	<u>11,003</u>
TOTAL HOME ACTIVITIES	\$ 705,412

Section 4. The City Council hereby approves the reprogramming of remaining funds from prior years' funding for CDBG and HOME programs. The reprogrammed CDBG and HOME funds shall be used in those respective programs.

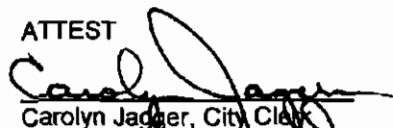
Section 5. The City Council authorizes and approves the funding of agencies, projects, and activities in the amounts listed in Recommendations for FY 2012/13 Funding as summarized on Exhibit A and described on Exhibit B to this Resolution, which are both incorporated by this reference. Contracts with the identified non-profit subrecipients are awarded, subject to the execution of a CDBG grant contract for FY 2012/2013 with HUD and final negotiation of scopes of work and contract terms with subrecipients, which the mayor is then hereby authorized to execute on behalf of the City. The mayor is also hereby authorized to execute, on behalf of the City, HOME contracts with subrecipients and/or Community Housing Development Organizations (CHDOs) when finalized and when the necessary grant contracts between the Maricopa County HOME Consortium and HUD have been executed.

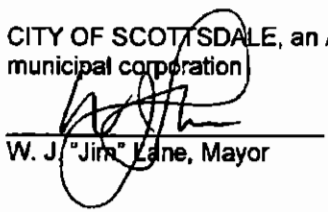
Section 6. The City Council hereby approves the return of housing rehabilitation program income to the City line of credit and/or revolving loan fund to be expended on eligible rehabilitation activities and authorizes the City's Community Assistance Manager to execute all documents related to the City's Housing Rehabilitation program.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona, this 8th day of May, 2012.

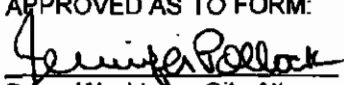
CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST


Carolyn Jagger, City Clerk


W. J. "Jim" Lane, Mayor

APPROVED AS TO FORM:


Bruce Washburn, City Attorney
By: Jennifer Pollock
Assistant City Attorney

Resolution No. 9023
May 8, 2012

CITY OF SCOTTSDALE
FUNDING RECOMMENDATIONS FOR FY 2012/13
CDBG and HOME FUNDING

CDBG Funds

Estimated Allocation from HUD	\$ 942,333
Add Reprogrammed Funds	96,375
Add Reprogrammed Program Income	646,645
Less Un-programmed Funds (to be allocated to other future eligible CDBG projects)	181,582
Total CDBG Available	\$ 1,503,771

Public Services	\$ 365,913
Housing Activities	345,000
Public Facilities	604,391
Estimated Program Administration	188,467
Total CDBG Projects	\$ 1,503,771

HOME Funds

Estimated Net Allocation from HUD through Maricopa Consortium	\$ 176,050
Add Reprogrammed HOME Funds	529,362
Total HOME Available	\$ 705,412

Acquisition/Rehab	\$ 694,409
Estimated Program Administration (5% of Scottsdale Allocation prior to MCC Admin. fee)	11,003
Total HOME Projects	\$ 705,412

RECAP OF CDBG PROJECTS TOTALING \$1,503,771

CDBG Funds - Public Services: \$365,913

Big Brothers Big Sisters of Central Arizona, Scottsdale Mentoring	10,000
Big Brothers Big Sisters of Central Arizona, Pueblo Elementary Program	5,000
Boys and Girls Clubs of Greater ^{Scottsdale} Phoenix, Operation Outreach	20,000
Chrysalis Shelter for Victims of Domestic Violence, Crisis Shelter	30,000
Chrysalis Shelter for Victims of Domestic Violence, Transitional Housing	15,000
Circle the City, Respite Care Center	10,570
Community Information and Referral (CIR), 2-1-1 Arizona	5,000
Family Promise Greater Phoenix, Emergency Shelter Program	21,280

Resolution No. 9023	Florence Crittenton Services of Arizona, Scottsdale Girls Ranch	7,971
May 8, 2012	Homeward Bound, Family Services	23,682
	Homeward Bound, Scattered Sites Utility Assistance	5,400
	Junior Achievement, Financial Literacy Education	9,000
	Save the Family, Case Management Services	25,000
	Save the Family, Youth Services	10,000
	Scottsdale Training & Rehabilitation Services, Osborn Employment Services	35,630
	Scottsdale Training & Rehabilitation Services, Cholla Employment Services	15,000
	Tempe Community Action Agency, Senior Nutrition Program, Congregate Meals	47,380
	Tempe Community Action Agency, Home Delivered Meals	70,000
	Total CDBG Public Services	\$ 365,913
CDBG Funds - Housing Activities: \$345,000		
	City of Scottsdale, Housing Rehabilitation Program	175,000
	City of Scottsdale, Roof Repair & Replacement Program	50,000
	City of Scottsdale, Emergency Home Repair Program	120,000
	Total CDBG Housing Activities	\$ 345,000
CDBG Funds - Public Facilities: \$604,391		
	A New Leaf, Inc., East Valley Men's Shelter Improvements	50,000
	Chrysalis Shelter for Victims of Domestic Violence, Transitional Housing	138,916
	City of Scottsdale Parks and Recreation, Adaptive Recreation Facility Rehabilitation	376,000
	Family Promise of Greater Phoenix, Energy Efficient A/C Project	39,475
	Total CDBG Public Facilities	\$ 604,391
CDBG Funds - Administration and Planning: \$188,467		
	City of Scottsdale, Administration and Planning	188,467
	Total CDBG Administration and Planning	\$ 188,467
	TOTAL CDBG FUNDS	\$ 1,503,771

Resolution No. 9023

May 8, 2012

RECAP OF HOME PROJECTS TOTALING \$705,412

HOME Funds - Acquisition/Rehab: \$694,409

Affordable Rental Movement (ARM) of Save the Family, Acquisition/Rehabilitation	354,409
Newtown Community Development Corporation, Community Land Trust	340,000
Total HOME Acquisition/Rehab	\$ 694,409

HOME Funds - Administration and Planning: \$11,003

City of Scottsdale, HOME Program Administration and Planning	11,003
Total HOME Administration and Planning	\$ 11,003

TOTAL HOME FUNDS	\$ 705,412
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**CITY OF SCOTTSDALE
PROJECTS RECOMMENDED FOR FY 2012/13 FUNDING**

CDBG FUNDING - \$1,503,771 (\$942,333 estimated FY 2012/13 allocation + \$96,375 reprogrammed funds + \$646,645 less \$181,582 in un-programmed funds which will be allocated to other CDBG eligible projects as recommended by the Human Services Commission and City Council)

PUBLIC SERVICES - \$365,913

Big Brothers Big Sisters of Central Arizona -- Scottsdale Mentoring Program - \$10,000
Through the Scottsdale Mentoring program, adult mentors will be provided to approximately 35 children, ages 6-15, of low-income families who can benefit from a caring and supportive relationship.

Big Brothers Big Sisters of Central Arizona -- Pueblo Elementary Program - \$5,000
Through the Pueblo Elementary Site-Based Program, adult mentors will be provided to approximately 25 children, grades 1-6, of low-income families who can benefit from a caring and supportive relationship.

Boys and Girls Clubs of Greater ^{Scottsdale}Phoenix -- Operation Outreach - \$20,000
Through the Operation Outreach Program, after school and summer programs will be provided to 435 children, ages 6-18, of low-income families, providing educational reinforcement, health prevention and recreational services.

Chrysalis Shelter for Victims of Domestic Violence -- Crisis Shelter - \$30,000
Through the Transitional Housing Program and Crisis Shelter for Residents of Scottsdale, approximately 20 adults and their children who are victims of domestic violence will be provided shelter, related supportive counseling, and case management services.

Chrysalis Shelter for Victims of Domestic Violence -- Transitional Housing - \$15,000
Through the Transitional Housing Program, approximately 20 families who are victims of domestic violence will be provided transitional housing and supportive services, at a confidential location in Scottsdale.

Circle the City -- Respite Care Center - \$10,570
The Respite Care Center will provide short-term residential support along with medical, nursing case management, and other services to 70 homeless persons recovering from illness or injury.

Community Information and Referral Service (CIR) – 2-1-1 Arizona - \$5,000

Through the Community Information and Referral Service hotline, callers will be provided referrals to human service resources through the 24/7 helpline and website. CIR will assist approximately 4,349 callers from Scottsdale.

Family Promise Greater Phoenix – Emergency Shelter Program - \$21,280

Through the Emergency Shelter Program, 190 homeless adults and children will be provided emergency housing, food, clothing, case management and counseling.

Florence Crittenton Services of Arizona- Scottsdale Girls Ranch - \$7,971

Funding will provide Transitional Living Programs that include Residential Group Home for 8 at-risk girls ages 12-18 and their children. Program residents will be provided home-based development and case management to achieve self-sufficiency.

Homeward Bound – Family Services \$23,682

Through the Family Services Scattered Sites Program, approximately 45 homeless adults and children will receive transitional housing and comprehensive social services.

Homeward Bound –Scattered Sites Utility Assistance - \$5,400

Funding will provide 25% of the utility costs to provide transitional housing for approximately 45 homeless adults and children.

Junior Achievement – Financial Literacy Education - \$9,000

Through the Financial Literacy Program at Yavapai Elementary School, 420 4th-6th graders will provided an interactive, innovative learning program that provides an understanding of business, finance and good citizenship.

Save the Family Foundation of Arizona (STF) – Case Management Services - \$25,000

Through the Case Management and Adult Services Program, approximately 24 homeless adults and children living in the agency's Transitional Living Program will be provided case management and supportive services including child care, parenting skills, financial literacy and workforce development training.

Save the Family Foundation of Arizona (STF) – Youth Services- \$10,000

Funding will provide case management and supportive services to 12 children referred from Scottsdale when placed in the agency's transitional living program.

Scottsdale Training & Rehabilitation Services, Inc. (STARS) – Osborn Employment Services & Work Center - \$35,630

Through STARS Osborn Employment Services and Work Center, job readiness assessment and training, job development and placement, on-the-job training and coaching and transportation assistance will be provided to 49 adults with severe disabilities.

Scottsdale Training & Rehabilitation Services, Inc. (STARS) – Cholla Employment Services & Work Center - \$15,000

Through STARS Cholla Employment Services and Work Center, approximately 15 adults with severe disabilities will be provided job readiness assessment and training, job development and placement, on-the-job training and transportation.

Tempe Community Action Agency (TCAA) - Senior Action Program – Congregate Meals Program - \$47,380

Through the Senior Action Congregate Meals Program, approximately 700 elderly Scottsdale residents will receive meals, nutrition screenings, socialization opportunities, and health and fitness opportunities at the Granite Reef Senior Center.

Tempe Community Action Agency (TCAA) - Senior Action Program – Home Delivered Meals- \$70,000

Funding will provide home delivered meals and wellness checks to 250 homebound or disabled residents.

PROGRAM ADMINISTRATION COSTS - \$188,467

Scottsdale Community Assistance Office - Administration and Planning - \$188,467

Funds budgeted in this category will cover expenditures relating to planning and preparing Annual Action Plans, performance and evaluation reports, environmental reviews, labor standards reports, locally compatible grant applications, activities to affirmatively further fair housing, and general administrative staff and equipment costs to operate the CDBG program through the Community Assistance Office.

NON-PUBLIC SERVICES- HOUSING - \$345,000

City of Scottsdale - Housing Rehabilitation Program - \$175,000

The City of Scottsdale Community Assistance Office administers the Housing Rehab program. This funding will provide assistance to 8 low/moderate income eligible, owner occupied single family homeowners by repairing and/or replacing items to eliminate structural code violations and preventing incipient code violations, upgrading building components to meet property rehabilitation standards, and providing modifications for the disabled and elderly for their homes.

City of Scottsdale – Roof Replacement and Repair Program - \$50,000

The City of Scottsdale Community Assistance Office will administer the Roof Replacement and Repair program. The program is designed to repair or replace deteriorated roofs to maintain the safety and habitability of the household. This funding will provide assistance to 8 low/moderate income eligible, owner occupied single family homeowners with roof repairs or replacements.

Resolution No. 9023
May 8, 2012

City of Scottsdale - Emergency Home Repair Program - \$120,000

The Foundation for Senior Living, through their FSL Home Improvements affiliate, will administer the Emergency Repair program. This program will provide 30 low/moderate income eligible, owner occupied single-family homeowners with emergency type repairs required to maintain the safety and habitability of the household. Referrals and income eligibility are through the City of Scottsdale Community Assistance Office.

NON-PUBLIC SERVICES- FACILITIES - \$604,391

A New Leaf, Inc. – East Valley Men’s Shelter Improvements - \$50,000

Funding will support phase III of the East Valley Men’s Shelter capital renovation project. The shelter provides bed nights, case management, food, and basic needs to 25 homeless Scottsdale individuals.

Chrysalis Shelter for Victims of Domestic Violence – Transitional Housing - \$138,916

Funding will be used to renovate the current transitional housing facility to convert the activity and conference rooms to two 2-bedroom, 2-bath apartments, providing additional transitional housing for victims of domestic violence.

City of Scottsdale Parks and Recreation – Adaptive Recreation Services Facility Rehabilitation - \$376,000

Funding will support the rehabilitation of the Adaptive Recreation Services (ARS) Facility, including asbestos abatement, wall removal, and addition of an elevator, HVAC improvements, and ADA kitchen renovation. ARS teaches individuals with disabilities daily living skills including nutritious meal planning, household finance management, self care and safety to 220 citizens with disabilities to foster independence.

Family Promise Greater Phoenix – Energy Efficient A/C Project - \$39,475

Funding will provide improvements to the deteriorating HVAV system at the Scottsdale Shelter, increasing efficiency of the system. Approximately 380 adults and children will be provided bed nights, case management and training at the shelter.

HOME FUNDING - \$705,412 (\$176,050 estimated FY 2012/13 allocation + \$529,362 re-programmed HOME Funds)

ACQUISITION/REHAB - \$694,409

Affordable Rental Movement (ARM) of Save the Family - \$354,409

ARM of Save the Family will acquire and rehabilitate approximately 3 units of single family housing to develop as affordable housing in the Scottsdale zip codes of 85257, 85258 or 85260.

Resolution No. 9023
May 8, 2012

Newtown Community Development Corporation- Scottsdale Community Land Trust Homeownership- \$340,000

Newtown Community Development Corporation will acquire and rehabilitate approximately 4 single-family homes and resell these homes to qualified low-income, first-time homebuyers using a Community Land Trust (CLT.) CLT ground lease requires owner-occupancy and contains a shared appreciation provision that helps ensure homes remain affordable and are sold to low and moderate-income homebuyers for the life of the 99-year ground lease. Foreclosed properties will be targeted for acquisition although other properties may also be acquired.

PROGRAM ADMINISTRATION COSTS - \$11,003

City of Scottsdale – Administration and Planning - \$11,003

Funds budgeted in this category will cover expenditures relating to planning and preparing annual reports, project set-ups and completions, as well as administrative staff and equipment costs to operate the HOME program through the City of Scottsdale Community Assistance Office.

Stevens, Katie

From: Pollock, Jennifer
Sent: Friday, June 01, 2012 11:53 AM
To: Stevens, Katie
Cc: Jagger, Carolyn
Subject: Resolution No. 9023, Exhibits A and B, Scrivener's Errors

Dear Katie:

In my legal opinion, the following represent scrivener's errors in Exhibits A and B to Resolution No. 9023 and should be changed as indicated:

- Change "Boys and Girls Club of Greater Phoenix, Operation Outreach" to "Boys and Girls Club of Greater Scottsdale, Operation Outreach" on page 1 of Exhibit A under the heading RECAP OF CDBG PROJECTS TOTALING \$1,503,771, CDBG Funds-Public Services: \$365,913.
- Change "Boys and Girls Club of Greater Phoenix, Operation Outreach" to "Boys and Girls Club of Greater Scottsdale, Operation Outreach" on page 1 of Exhibit B under the heading PUBLIC SERVICES- \$365,913.

Thank you for your assistance.

Sincerely,
Jennifer Pollock
Assistant City Attorney
City of Scottsdale
3939 N. Drinkwater Blvd.
Scottsdale, AZ 85251

06/01/2012 Per this email, the City Office has marked the exhibits with the changes indicated above.



Fourth Program Year 4 Action Plan

The CPMP Fourth Annual Action Plan includes the SF 424 and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

Narrative Responses

GENERAL

Executive Summary

The Executive Summary is required. Include the objectives and outcomes identified in the plan and an evaluation of past performance.

Program Year 4 Action Plan Executive Summary:

This Year 4 Action Plan implements the fourth year of activities that will address the goals established in the City of Scottsdale 2010/2014 Housing and Human Services Plan (Consolidated Plan.) The term of this Year 4 Action Plan is from July 1, 2013 through June 30, 2014.

The target populations identified in the Consolidated Plan are seniors, persons with disabilities, families with children & youth under 19, victims of domestic violence, adults in crisis, and the homeless. The Consolidated Plan also addresses persons in need of obtaining affordable housing.

Over the next year, the need for programs and services for the target populations identified will continue to grow until the economy begins to recover and the number of available jobs increases. While the needs of the community rise, the availability of resources lessens. Federal, State and local resources continue to decline as budget deficits rise. The City of Scottsdale is committed to providing critical services through continued programs with available resources.

Potential opportunities and challenges during this fourth year include:

- Reduction in federal CDBG funding for housing, community development, and public services
- Reduction in federal HOME funding for affordable housing
- Reduction in federal funding for the Housing Choice Voucher Program
- Reduction in the City's General Fund budget

- Increase in the demand for basic services offered through the community centers due to the state of the economy
- Unknown revenue disbursement from state and possible cuts in revenue
- Unprogrammed CDBG non-public service funds due to receiving only one non-profit request for funding for public facility improvements
- Possible sale of multi-family units assisted with federal funding

The City's goals and objectives to meet the needs of the community are:

- Administer housing, human services, and community development resources to provide opportunities to low and moderate-income people for safe and sanitary housing, self-sufficiency, social services, economic growth, and reasonable accommodations for persons with disabilities
- Leverage a variety of state, local, and private resources, including the coordination of over 800 volunteers, to respond to human service needs and provide opportunities for people to connect to each other and to the City through social and recreational interaction, volunteering, and emergency and support services

The key strategic objectives outlined in the Consolidated Plan and proposed to be addressed in this Year 4 Action Plan include:

- Administer housing, human services, and community development resources to provide opportunities to low and moderate-income persons
- Increase the quality of owner-occupied housing through housing rehabilitation assistance to low and moderate-income households
- Preserve and improve habitability of owner-occupied housing through emergency home repair and roof repair assistance
- Increase homeownership through Family Self-Sufficiency, Section 8 Homeownership Assistance Program (HOAP), down-payment assistance through American Dream Down Payment Initiative (ADDI) and Community Land Trust opportunities
- Preserve affordability of quality rental housing through the Section 8 Housing Choice Voucher (HCV) Program
- Increase the supply of quality affordable transitional housing by assisting non-profits in the acquisition and rehabilitation of housing
- Increase the supply of affordable owner-occupied housing through Community Land Trust Homeownership
- Participate in and support the regional Continuum of Care efforts to serve the homeless through financial support to:
 - Local providers of transitional housing
 - Local emergency facilities for victims of domestic violence
 - Regional shelters for the homeless

Support to local and regional homeless and transitional shelters including:

- Central Arizona Shelter Services (CASS)
 - Chrysalis Shelter for Victims of Domestic Violence
 - A New Leaf: East Valley Men's Shelter
 - A New Leaf: La Mesita Family Shelter
 - Homeward Bound
 - Save the Family
 - UMOM New Day Centers, Inc.
 - Family Promise Greater Phoenix: Family Promise Emergency Shelter
- Provide funding assistance and licensee agreements to non-profit providers of services to Scottsdale's youth, seniors, special needs populations, victims of domestic violence, persons and families in crisis, and disabled persons
 - Address increased needs through best practices in management of programs, funding, facilities, and license agreements
 - Improve quality of life through connectivity-people to services
 - Provide access to basic needs
 - Provide prevention assistance through:
 - Intake and referral
 - Emergency rent and mortgage assistance
 - Emergency utility assistance
 - Promote self-sufficiency, mitigate the causes of poverty and support independent living through the Family Self-Sufficiency Program (FSS)
 - Improve quality of life through education, recreation, and socialization

This Year 4 Annual Action Plan will focus on the allocation of CDBG and HOME funds to address strategic objectives and will also describe the proposed use of other federal and local resources, which are awarded in the same funding allocation process as the HUD grants which include:

- Housing Choice Voucher Program*
- General Funds anticipated to be budgeted for:
 - Brokerage services – services provided by non-profit agencies within City of Scottsdale Human Service Centers
 - Domestic Violence Shelter Services – shelter services for domestic violence victims
 - Regional Shelter Services – temporary housing for homeless persons within Maricopa County
 - Legal Services – access to legal counsel as well as evaluation and enforcement of rights
 - Senior Services – public services for Scottsdale residents 60 years of age or older

*Funding received from HUD through an Annual Contributions Contract, not included in the City's annual allocation process

- Scottsdale Cares funding anticipated to be budgeted for activities that:
 - Promote the positive development of youth, adults, and/or seniors
 - Strengthen the capability of families and the self-sufficiency of adults
 - Assist Scottsdale residents of all ages to address crisis needs
- Endowment funding anticipated to be budgeted for activities that:
 - Carry out the purposes of community projects and programs for the public good within the City
 - Support City of Scottsdale youth programs

The basis for the assignment of priority is as follows:

The City will address the community's human service, housing, and community development needs during this year based on the priority needs identified in the Consolidated Plan Three categories of needs include:

- *High priority:* The need for projects or programs in high priority categories is generally recognized as:
 - Significant
 - Appropriate to available funding sources
 - Addressable with available funding levels and
 - Within the capacity of the locality or agency to accomplish
- *Medium priority:* The need for projects or programs in medium priority categories is considered to be important enough to address if appropriate funding were to become available during the planning period but:
 - Less urgent than other needs
 - Not clearly appropriate to the objectives of the federal or local funding available
- *Low priority:* The need for projects in low priority categories will not be addressed during this planning period because it is considered to be:
 - Less critical than other identified needs
 - Inappropriate to the public objectives of the locality or the funding sources available
 - Beyond the capacity locally available to successfully address the problem
 - Beyond the cost of resources reasonably expected to be available

A summary of federal and local resources anticipated to be available and allocated in FY 2013/2014 is illustrated on page 7. Activities to be funded in Year 4 are described on: Pg. 13-19 Housing; Pg. 19-21 Homeless Prevention; Pg. 21-23 Community Development; and Pg. 23-24 Non-Homeless Special Needs.

General Questions

1. Describe the geographic areas of the jurisdiction (including areas of low-income families and/or racial/minority concentration) in which assistance will be directed during the next year. Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.
2. Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) (91.215(a)(1)) during the next year and the rationale for assigning the priorities.
3. Describe actions that will take place during the next year to address obstacles to meeting underserved needs.
4. Identify the federal, state, and local resources expected to be made available to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan.

Program Year 4 Action Plan General Questions response:

1. The jurisdictional boundaries for this Annual Action Plan coincide with the corporate boundaries of the City of Scottsdale. The following maps of Scottsdale are included as attachments to this Plan: City Boundaries; Low-Moderate Income Census Tracts and Block Groups; Minority Concentration; Hispanic Concentration-all races.

This action plan covers local and CDBG funding to some facilities outside of Scottsdale where the need is regional and the share of Scottsdale's investment is less than or equal to Scottsdale's proportional share of the regional population. These facilities include:

- Central Arizona Shelter Services (CASS) – Regional Single Adult Shelter Improvements
 - A New Leaf: East Valley Men's Shelter
 - A New Leaf: La Mesita Family Shelter
 - UMOM New Day Centers, Inc. (UMOM) – Regional Emergency Shelter Services
 - Community Bridges – Mobile Community Outreach and Crisis Stabilization Services
2. CDBG investments will generally be targeted to income-eligible persons citywide, rather than to targeted neighborhoods. However, with the exception of persons with disabilities and victims of domestic violence who are presumed to be low-income, the majority of beneficiaries will reside in Census Tracts south of Indian Bend Road. This area coincides with the South Scottsdale Revitalization Area and is served by an interdepartmental city task force that coordinates the City's revitalizations efforts. Two neighborhoods in this area that have higher percentages of minority and lower-income

residents are served by the Vista del Camino Center (85257 zip code) and the Paiute Neighborhood Center (85251 zip code). These neighborhoods are areas of focus for Human Services, brokerage agencies, and HOME investments in acquisition and rehabilitation of multifamily developments.

3. Obstacles to underserved needs relative to the City are:

- The geographic shape of Scottsdale
- The relative age of the built environment in the southern part of the community compared to the newer and larger master-planned, northern area of the City
- The continued depreciation of residential properties
- The number of foreclosed properties and continued deterioration of neighborhoods
- The aging of residents in the community
- The growing population of Scottsdale
- The decrease in Federal, State and local funding, and
- The Economic conditions
- The increase in requests for service with the continuing decrease in resources

To address these obstacles during the next year, the City will:

- Continue increased levels of code enforcement to preserve neighborhoods
 - Fund programs offering rehabilitation to preserve older housing stock
 - Provide referral services to HUD-approved housing counselors for foreclosure prevention assistance
 - Fund non-profit agencies to provide programs and services to the elderly and frail elderly
 - Increase services for basic needs
 - Continue to target capital improvements including but not limited to:
 - Neighborhood oriented public improvements,
 - Continued revitalization of the McDowell Road corridor
 - Continue to provide services to homeowners, including but not limited to:
 - Housing rehabilitation, roof repair and replacement and emergency repair services to low-income households
 - Home ownership counseling and purchase assistance
 - Rental assistance (Section 8 Housing Choice Voucher Program)
 - Homeownership Assistance Program (HOAP)
 - Tax counseling assistance at Senior Centers and Paiute Neighborhood Center
4. The City of Scottsdale utilizes federal CDBG, HOME, ADDI and Section 8 Housing Choice Voucher programs to assist low-income persons. On a local level, Scottsdale allocates General Funds for brokerage services, domestic violence shelter services, legal services, regional shelter services, and senior services and allocates Endowment funds for community projects and youth programs. In addition, the City allocates Scottsdale Cares funds to promote positive development and self-sufficiency, and address crisis needs.

Scottsdale Cares is a utility bill donation program that allows residents to donate \$1 on every utility bill to be allocated to social service agencies.

Resource	Dollar Amount
CDBG*	\$ 1,446,949
HOME**	\$ 250,943
Scottsdale Cares (Utility Bill Donation Program)	\$ 140,000
Local General Funds	\$ 200,000
Local Endowment Fund	\$ 6,000
Section 8 Housing (Includes HAP, Admin, FSS Coordinator Grant)	\$ 5,997,708
TOTAL***	\$ 8,041,600

*Includes \$199,113 of 2012/2013 un-programmed funds and \$352,620 reprogrammed CDBG funds

**Includes \$41,570 of 2012/13 Un-programmed HOME funds and HOME administration of \$13,086

***CDBG, HOME and Section 8 Housing Choice Voucher Program funds are only estimates, as actual FY 2013/14 allocation amounts have not been released by HUD

Managing the Process

1. Identify the lead agency, entity, and agencies responsible for administering programs covered by the consolidated plan.
2. Identify the significant aspects of the process by which the plan was developed, and the agencies, groups, organizations, and others who participated in the process.
3. Describe actions that will take place during the next year to enhance coordination between public and private housing, health, and social service agencies.

Program Year 4 Action Plan Managing the Process response:

1. For CDBG, the City of Scottsdale is the lead agency with contractual responsibility resting with the City Council. Michelle Albanese, Community Assistance Manager is the staff liaison for CDBG. She can be reached at (480) 312-2309 or malbanese@scottsdaleaz.gov

For the Maricopa HOME Consortium, the lead agency is Maricopa County Community Development. Scottsdale receives HOME funds through an IGA with the County and other suburban cities and towns. Michelle Albanese, Community Assistance Manager, is also Scottsdale's staff liaison to the Maricopa HOME Consortium.

2. Significant process steps for the Year 4 Action Plan were developed by assembling a staff consultation team and through extensive citizen participation.

Consultation - Scottsdale Annual Action Plan Development Team:

- Justin Boyd, Housing Coordinator, Annual Action Plan Coordinator, Community Assistance Office, (480) 312-2479
 - Michelle Albanese, Community Assistance Manager for Housing Choice Vouchers, CDBG and HOME, Citizen Participation Plan and staff to the Human Services Commission and City Council for these functions, Community Assistance Office, (480) 312-2309
 - Jan Cameron, Parks, Recreation and Human Services Director, (480) 312-1011
 - Sheree Bouchee, Senior Grants Program Specialist, Community Assistance Office, (480) 312-7744
 - Michael Cardenas, Senior Grant Program Specialist, Community Assistance Office, (480) 312-2576
 - Diane Mahinthorathap, Grants Accountant Community Assistance Office, (480) 312-7830
 - Scottsdale City Council
 - Scottsdale Human Services Commission
 - Human Services staff
3. The City of Scottsdale will continue to coordinate with other housing and community development agencies in achieving the goals of the Year 4 Action Plan and the Consolidated Plan, including:
- a. continued participation in the Maricopa HOME Consortium,
 - b. continued participation on the MAG Continuum of Care committees and
 - c. consulted with the Human Service Commission to review activities of the CDBG/HOME programs.

Citizen Participation

1. Provide a summary of the citizen participation process.
2. Provide a summary of citizen comments or views on the plan.
3. Provide a summary of efforts made to broaden public participation in the development of the consolidated plan, including outreach to minorities and non-English speaking persons, as well as persons with disabilities.
4. Provide a written explanation of comments not accepted and the reasons why these comments were not accepted

Program Year 4 Action Plan Citizen Participation response:

(See Citizen Participation Plan for the Maricopa Home Consortium)

1. Participation

- A public meeting before non-profit service providers regarding the 2013/2014 funding allocation process was held on October 3, 2012.
- Public presentations were made by applicants for CDBG, HOME, Scottsdale Cares, General Funds and Endowment on February 5, 2013 and February 7, 2013.
- Public hearings before the Human Services Commission were held on March 14, 2013 and March 28, 2013 for informal and formal recommendations of funding allocations, respectively

- Public notices on availability of the draft Year 4 Annual Action Plan document and an opportunity for citizen comment were published in the Arizona Republic, Wednesday, March 20 and March 27, 2013
- A public hearing before the Scottsdale City Council will be held on April 16, 2013, to request approval of the 2013/2014 Year 4 Annual Action Plan

2. Efforts to Broaden Access to Information

- Community Assistance Office, 7515 East First Street, Scottsdale, AZ, 85251

Michelle Albanese, Community Assistance Manager, (480) 312-2309
http://www.scottsdaleaz.gov/departments/Community_Services/Human_Services/Community_Assistance.asp

- Notice of Hearings
 - The October 3, 2012 meeting was advertised in the the Arizona Republic, the City website, and by direct mail to all prior applicants and interested parties
 - Human Services public meetings were posted as regular notices by the City Clerk
 - The April 16, 2013, City Council Notice was published in the Arizona Republic and posted as a regular notice by the City Clerk
- Access to Meetings: All meetings of City Council, boards and commissions are publicly noticed and are open to reasonable accommodation with prior arrangement.
- The Draft of the Year 4 Annual Action Plan was made available at all five libraries and the Community Assistance Office:
 - Arabian
10215 E. McDowell Mtn. Ranch Rd.
Scottsdale, AZ 85255
 - Civic Center
3839 N. Drinkwater Blvd.
Scottsdale, AZ 85251
 - Mustang
10101 North 90th Street
Scottsdale, AZ 85258
 - Palomino
12575 E. Via Linda
Scottsdale, AZ 85259
 - Appaloosa
7377 E. Silverstone Drive
Scottsdale, AZ 85255

- Community Assistance Office
7515 E. 1st St.
Scottsdale, AZ 85251

3. Comments from Citizens – If comments are received, they will be added after the close of the 30 day comment period.
4. Comments not accepted – If comments are received and not accepted, they will be added after the close of the 30 day comment period.

Institutional Structure

Describe actions that will take place during the next year to develop institutional structure.

Program Year 4 Action Plan Institutional Structure response:

Current plans for further development of the delivery system for housing and community development include:

- Program delivery
 - Homeownership
 - Housing rehabilitation
 - Rental Assistance (HCV Program)
 - Family Self-Sufficiency Program
- Maximizing community resources for revitalization

Development of other community resources is ongoing and will continue to include:

- Regional cooperation in:
 - The Maricopa HOME Consortium
 - The MAG Continuum of Care Committee on Homelessness and
 - The East Valley Needs Assessment
- Local initiatives, including:
 - Brokerage licenses to non-profit service providers in City facilities
 - The Scottsdale Cares utility donation program
 - General Fund allocations to regional homeless facilities and
 - Endowment Fund allocations for community projects and programs for the public good

Monitoring

Describe actions that will take place during the next year to monitor its housing and community development projects and ensure long-term compliance with program requirements and comprehensive planning requirements.

Program Year 4 Action Plan Monitoring response:

Monitoring begins with the application process for the development of the Annual Action Plan.

- Each application for funding is reviewed for compliance with national objectives, eligibility, and the Consolidated Plan.
- The Human Services Staff Evaluation Sheet is provided to the agency and the Human Services Commission prior to the annual review of funding requests. This document identifies issues related to prior year audits, budget, performance measures, past performance, and follow-up questions for clarification.
- The Human Services Commission evaluates proposals and makes a formal funding recommendation to City Council; City Council approves funding awards.

The second monitoring step will be the review of invoices for reimbursement of costs incurred against the grant. This will occur before reimbursements are authorized for contracted work performed.

The more formal monitoring will begin with a risk assessment of all grant-funded projects and subrecipient contracts. The risk assessment will consider:

- size of the grant contract
- changes in organizational structure, and
- how long it has been since the last on-site monitoring
- for HOME funded multifamily projects, the risk assessment also identifies whether it has been more than two years since the last on-site monitoring.

Based on the risk assessment, there are three possible options:

- Review of monthly invoices only
- Desk review
- On-site monitoring. An on-site monitoring follows a formal monitoring checklist and may result in:
 - findings
 - concerns, or
 - suggestions for improvement.

Agencies will be given an opportunity to address concerns and correct any findings. The need for follow-up review will be considered in the risk assessment for the next year and corrections to prior year findings are specifically included in the subsequent monitoring.

Lead-based Paint

Describe the actions that will take place during the next year to evaluate and reduce the number of housing units containing lead-based paint hazards in order to increase the inventory of lead-safe housing available to extremely low-income, low-income, and moderate-income families, and how the plan for the reduction of lead-based hazards is related to the extent of lead poisoning and hazards.

Program Year 4 Action Plan Lead-based Paint response:

With the establishment of the City's owner-occupied Rehabilitation Program, the City has developed procedures for identifying homes with lead-based paint and treating them in compliance with the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X) and subsequent changes in September 1999.

It is estimated that 35,691 units in Scottsdale were constructed prior to 1978. Any household with a child under the age of six receiving federal funding and living in a pre-1978 housing unit requires lead-based paint testing be performed on the unit. Children under six who live in pre-1978 housing are at an elevated risk of suffering lead poisoning.

Scottsdale will continue to test homes constructed prior to 1978, receiving federal assistance, for lead-based paint in compliance with 24 CFR part 35, at the time households seek assistance from the City. Additionally, all program participants are provided the required lead-based paint brochure.

HOUSING

Specific Housing Objectives

*Please also refer to the Housing Needs Table in the Needs.xls workbook.

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve during the next year.
2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

Program Year 4 Action Plan Specific Objectives response:

The following chart lists those housing activities that will involve some specific participation by the City of Scottsdale in their implementation.

Year-Four Short-term housing objectives

City of Scottsdale Housing Choice Voucher Rental Assistance (HAP payments)		Section 8	\$5,515,752	Units Leased	735 households
City of Scottsdale, Community Assistance Office - Housing Rehabilitation Program		CDBG	\$440,000	Units rehabilitated	12 households
City of Scottsdale, Community Assistance Office - Emergency Repair Program		CDBG	\$150,000	Units repaired	45 households
City of Scottsdale, Community Assistance Office - Roof Repair & Replacement Program		CDBG	\$60,000	Units repaired	10 households
Newtown Community Development Corporation - Scottsdale Community Land Trust	*	HOME	\$493,189	Units acquired/rehab	6 households
Save the Family - Affordable Rental Movement	**	HOME	\$361,848	Units acquired	2 households
*Includes \$858 FY 08/09 ADDI allocation, \$152,331 FY 11/12 HOME allocation, \$340,000 FY 12/13 HOME allocation **Includes \$7,439 HOME allocation FY 10/11 and \$354,409 HOME allocation FY12/13					

Housing Needs Table			Scottsdale										
Housing Needs			Current Number of People	Cumulative	Priority Need?	Year Four Action Plan	Fund Source	# of people in lead-based Housing	# of people with HIV/AIDS SEE NOTE	# of people who are disabled	# of people w/ racial/ethnic need		
			Goal										
< 30% MFI	I. Renter	A. Elderly	NUMBER OF HOUSEHOLDS	904					0		40	21	
			Any housing problems	584	660	High	132	Sec 8					
			Cost Burden > 30%	584	640	High	128	Sec 8					
			Cost Burden >50%	519	20	High	4	Sec 8					
		B. Small Related	NUMBER OF HOUSEHOLDS	625						0		42	74
			Any housing problems	540	925	High	185	Sec 8					
			Cost Burden > 30%	515	800	High	160	Sec 8					
			Cost Burden >50%	475	125	High	25	Sec 8					
		C. Large Related	NUMBER OF HOUSEHOLDS	143						0		3	6
			Any housing problems	143	75	High	15	Sec 8					

30-50% MFI	II. Owner	D. All other hsholds	Cost Burden > 30%	123	55	High	11	Sec 8				
			Cost Burden >50%	103	20	High	4	Sec 8				
			NUMBER OF HOUSEHOLDS	1380								
			Any housing problems	965		Low						
			Cost Burden > 30%	955		Low						
			Cost Burden >50%	925		Low						
		A. Elderly	NUMBER OF HOUSEHOLDS	1340					2		2	8
			Any housing problems	945	130	High	26	CDBG				
			Cost Burden > 30%	945	15	High	3	CDBG				
			Cost Burden >50%	690	115	High	23	CDBG				
		B. Small Related	NUMBER OF HOUSEHOLDS	554					1		1	1
			Any housing problems	449	10	High	2	CDBG				
			Cost Burden > 30%	449	5	High	1	CDBG				
			Cost Burden >50%	414	5	High	1	CDBG				
		C. Large Related	NUMBER OF HOUSEHOLDS	59					1		1	1
			Any housing problems	55	10	High	2	CDBG				
			Cost Burden > 30%	45	5	High	1	CDBG				
			Cost Burden >50%	45	5	High	1	CDBG				
		D. All other hsholds	NUMBER OF HOUSEHOLDS	785								
			Any housing problems	550		Low						
			Cost Burden > 30%	550		Low						
			Cost Burden >50%	515		Low						
I. Renter	B. Small Related	A. Elderly	NUMBER OF HOUSEHOLDS	1114					0		14	16
			Any housing problems	909	355	High	71	Sec 8				
			Cost Burden > 30%	899	315	High	63	Sec 8				
			Cost Burden >50%	688	40	High	8	Sec 8				
		B. Small Related	NUMBER OF HOUSEHOLDS	700					0		19	10
			Any housing problems	675	705	High	141	Sec 8				
			Cost Burden > 30%	655	83	High	121	Sec 8				
			Cost Burden >50%	290	33	High	4	Sec 8				

50-80% MFI	II. Owner	C. Large Related	NUMBER OF HOUSEHOLDS	180				0		9	4
			Any housing problems	180	95	High	19	Sec 8			
			Cost Burden > 30%	100	67	High	11	Sec 8			
			Cost Burden > 50%	55	28	High	8	Sec 8			
		D. All other hsholds	NUMBER OF HOUSEHOLDS	954							
			Any housing problems	904		Low					
			Cost Burden > 30%	894		Low					
			Cost Burden > 50%	684		Low					
		A. Elderly	NUMBER OF HOUSEHOLDS	2015				2		2	4
			Any housing problems	989	50	High	10	CDBG			
			Cost Burden > 30%	989	36	High	8	CDBG			
			Cost Burden > 50%	544	10	High	2	CDBG			
		B. Small Related	NUMBER OF HOUSEHOLDS	690				2		2	4
			Any housing problems	525	50	High	10	CDBG			
			Cost Burden > 30%	525	10	High	2	CDBG			
			Cost Burden > 50%	430	40	High	8	CDBG			
		C. Large Related	NUMBER OF HOUSEHOLDS	115				1		1	2
			Any housing problems	105	40	High	8	CDBG			
			Cost Burden > 30%	80	10	High	2	CDBG			
			Cost Burden > 50%	55	30	High	6	CDBG			
		D. All other hsholds	NUMBER OF HOUSEHOLDS	485							
			Any housing problems	410		Low					
			Cost Burden > 30%	410		Low					
			Cost Burden > 50%	305		Low					
50-80% MFI	I. Renter	A. Elderly	NUMBER OF HOUSEHOLDS	1015				0		2	4
			Any housing problems	755	235	High	47	Sec 8			
			Cost Burden > 30%	745	225	High	45	Sec 8			
			Cost Burden > 50%	245	10	High	2	Sec 8			

II. Owner	B. Small Related	NUMBER OF HOUSEHOLDS	1495				0		17	10
		Any housing problems	1030	530	High	106	Sec 8			
		Cost Burden > 30%	930	495	High	99	Sec 8			
		Cost Burden > 50%	130	25	High	5	Sec 8			
	C. Large Related	NUMBER OF HOUSEHOLDS	284				0		1	1
		Any housing problems	184	45	High	9	Sec 8			
		Cost Burden > 30%	74	15	High	3	Sec 8			
		Cost Burden > 50%	0	30	High	6	Sec 8			
	D. All other hsholds	NUMBER OF HOUSEHOLDS	2510							
		Any housing problems	1925		Low					
		Cost Burden > 30%	1915		Low					
		Cost Burden > 50%	349		Low					
	A. Elderly									
		Any housing problems	1282	90	High	18	CDBG			
		Cost Burden > 30%	1282	46	High	16	CDBG			
		Cost Burden > 50%	510	4	High	2	CDBG			
	B. Small Related	NUMBER OF HOUSEHOLDS	1499				2		2	4
		Any housing problems	1103	60	High	12	CDBG			
		Cost Burden > 30%	1094	20	High	4	CDBG			
		Cost Burden > 50%	570	30	High	6	CDBG			
	C. Large Related	NUMBER OF HOUSEHOLDS	294				1		1	2
		Any housing problems	239	40	High	8	CDBG			
		Cost Burden > 30%	199	5	High	1	CDBG			
		Cost Burden > 50%	65	35	High	7	CDBG			
	D. All other hsholds	NUMBER OF HOUSEHOLDS	1184							
		Any housing problems	849		Low					
		Cost Burden > 30%	849		Low					
		Cost Burden > 50%	400		Low					

The following is a list of resources that may be available and utilized by the City or private non-profit or for-profit housing providers in the next year. No numeric goals are proposed for these resources. However, housing assisted by these resources will be reported in the Consolidated Annual Performance and Evaluation Report (CAPER) and counted toward overall five-year goals.

- FSS escrow accounts
- Affordable Housing Bonds
- Section 8 Homeownership Assistance Program (HOAP)
- Arizona Homebuyer Solutions
- Individual Development Accounts
- Individual Development Empowerment Accounts
- Private loans and equity

Needs of Public Housing

1. Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.
2. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.

Program Year 4 Action Plan Public Housing Strategy response:

The City of Scottsdale does not own any public housing units; however, the Scottsdale Housing Authority (SHA), through the Community Assistance Office, administers the Section 8 Housing Choice Voucher (HCV) Program. The SHA separately adopts a Five Year and Annual Agency Plan which describes the operation of the Section 8 HCV rental assistance program, the Section 8 Homeownership Assistance Program (HOAP) and the Family Self-Sufficiency Program (FSS.)

The SHA has consistently received designation as a "High Performer" in its annual audit of the Section 8 Management Assessment Program (SEMAP.)

The primary goal for the HCV Program for the upcoming year, given proposed deep funding cuts, will be to preserve as many Housing Choice Vouchers as possible, up to a maximum of 735 per month. The SHA will provide assistance to the number of families (vouchers) that may be funded with the monthly allocation amount provided by HUD.

Barriers to Affordable Housing

Describe the actions that will take place during the next year to remove barriers to affordable housing.

Program Year 4 Action Plan Barriers to Affordable Housing response:

The following actions will be taken during the upcoming year to address barriers to affordability:

- Administer programs to support property maintenance for senior, disabled, and low-income homeowners.
- Manage federal assistance:
 - Acquisition of housing to preserve affordability.
 - Housing rehabilitation, roof repair and replacement, and emergency repair assistance to extend the livability of owner-occupied housing.
 - Homeownership assistance through:
 - Section 8 FSS escrow accounts
 - Homebuyer education
 - Section 8 Homeownership Assistance Program (HOAP)
 - Down payment assistance through American Dream Down payment Initiative
 - Homebuyer Assistance through Scottsdale Community Land Trust Program, and
 - Rental Assistance through:
 - Housing Choice Voucher Program.

HOME/American Dream Down payment Initiative (ADDI)

1. Describe other forms of investment not described in § 92.205(b).
2. If the participating jurisdiction (PJ) will use HOME or ADDI funds for homebuyers, it must state the guidelines for resale or recapture, as required in § 92.254 of the HOME rule.
3. If the PJ will use HOME funds to refinance existing debt secured by multifamily housing that is that is being rehabilitated with HOME funds, it must state its refinancing guidelines required under § 92.206(b). The guidelines shall describe the conditions under which the PJ will refinance existing debt. At a minimum these guidelines must:
 - a. Demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing.
 - b. Require a review of management practices to demonstrate that disinvestments in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated.
 - c. State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
 - d. Specify the required period of affordability, whether it is the minimum 15 years or longer.

- e. Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area, such as a neighborhood identified in a neighborhood revitalization strategy under 24 CFR 91.215(e)(2) or a federally designated Empowerment Zone or Enterprise Community.
 - f. State that HOME funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.
4. If the PJ is going to receive American Dream Down payment Initiative (ADDI) funds, please complete the following narratives:
 - a. Describe the planned use of the ADDI funds.
 - b. Describe the PJ's plan for conducting targeted outreach to residents and tenants of public housing and manufactured housing and to other families assisted by public housing agencies, for the purposes of ensuring that the ADDI funds are used to provide down payment assistance for such residents, tenants, and families.
 - c. Describe the actions to be taken to ensure the suitability of families receiving ADDI funds to undertake and maintain homeownership, such as provision of housing counseling to homebuyers.

Program Year 4 Action Plan HOME/ADDI response:

This section is addressed in the Maricopa HOME Consortium Consolidated Plan 2010/2014 & Year 4 Action Plan. Maricopa County serves as the *Lead Agency* for the Maricopa HOME Consortium. The Consortium's Consolidated Plan establishes the Strategy and Action Plan for housing activity for the HOME Consortium and, specifically, the use of HOME/ADDI funding as the resources for the implementation of that Plan. The HOME match requirements are also defined in the Consortium's Plan. As mentioned previously, that Consortium Consolidated Plan is incorporated by reference in this plan.

HOMELESS

Specific Homeless Prevention Elements

*Please also refer to the Homeless Needs Table in the Needs.xls workbook.

1. Sources of Funds—Identify the private and public resources that the jurisdiction expects to receive during the next year to address homeless needs and to prevent homelessness. These include the McKinney-Vento Homeless Assistance Act programs, other special federal, state and local and private funds targeted to homeless individuals and families with children, especially the chronically homeless, the HUD formula programs, and any publicly-owned land or property. Please describe, briefly, the jurisdiction's plan for the investment and use of funds directed toward homelessness.
2. Homelessness—In a narrative, describe how the action plan will address the specific objectives of the Strategic Plan and, ultimately, the priority needs identified. Please also identify potential obstacles to completing these action steps.

3. Chronic homelessness—The jurisdiction must describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness by 2012. Again, please identify barriers to achieving this.
4. Homelessness Prevention—The jurisdiction must describe its planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.
5. Discharge Coordination Policy— Explain planned activities to implement a cohesive, community-wide Discharge Coordination Policy, and how, in the coming year, the community will move toward such a policy.

Program Year 4 Action Plan Special Needs response:

Scottsdale is an active participant in the Maricopa Association of Governments (MAG) Continuum of Care Task Force and shares responsibility of the regional solution to the problems of homelessness. Each year Scottsdale allocates funding to several categories of human services to address homelessness. The following table lists the resources and supportive services to meet the needs of those at risk of becoming homeless as well as those who are currently homeless.

SOURCES OF FUNDS FOR HOMELESS PREVENTION					
Agency Name	Program Description	Funding Category	Funding Source	FY 2013/14 Funding Allocation	Outcome/ People served
Central Arizona Shelter Services (CASS)	Regional Single Adult Shelter Improvements	Emergency	CDBG	50,000	70
Central Arizona Shelter Services (CASS)	Regional Single Adult Shelter	Emergency	General Funds	52,250	70
Chrysalis Shelter for Victims of DV, Inc.	Transitional Housing Program	Transitional	General Funds	10,000	22
Chrysalis Shelter for Victims of DV, Inc.	Transitional Housing/Crisis Shelter	Transitional	CDBG	24,000	22
Concerned Citizens for Community Health	Emergency Rent/Mortgage & Gleaners Brown Bag Program	Emergency	Scottsdale Cares	37,400	301
Family Promise-Greater Phoenix	Emergency Shelter Program	Emergency	CDBG	16,958	250
Family Promise-Greater Phoenix	Emergency Shelter Program	Emergency	Scottsdale Cares	21,420	250
Homeward Bound	Scattered-Sites Utility Assistance for Family Services	Transitional	Scottsdale Cares	4,050	45

Homeward Bound	Family Services Scattered Sites	Transitional	CDBG	17,000	45
A New Leaf	East Valley Men's Center	Emergency	General Funds	34,020	14
A New Leaf	La Mesita Family Homeless Shelter	Emergency	General Funds	21,427	35
UMOM New Day Centers	Regional Emergency Shelter Services	Emergency	General Funds	7,500	13
Save The Family Foundation of Arizona	Case Management and Adult Services	Homeless Services	CDBG	17,500	24
Total				\$313,525	1161*

*Proposed outcome/people served is tentative contingent upon final funding allocations and contract negotiations.

Emergency Shelter Grants (ESG)

(States only) Describe the process for awarding grants to State recipients, and a description of how the allocation will be made available to units of local government.

Program Year 4 Action Plan ESG response:

Scottsdale does not receive an ESG allocation.

COMMUNITY DEVELOPMENT

Community Development

*Please also refer to the Community Development Table in the Needs.xls workbook.

1. Identify the jurisdiction's priority non-housing community development needs eligible for assistance by CDBG eligibility category specified in the Community Development Needs Table (formerly Table 2B), public facilities, public improvements, public services and economic development.
2. Identify specific long-term and short-term community development objectives (including economic development activities that create jobs), developed in accordance with the statutory goals described in section 24 CFR 91.1 and the primary objective of the CDBG program to provide decent housing and a suitable living environment and expand economic opportunities, principally for low- and moderate-income persons.

*Note: Each specific objective developed to address a priority need, must be identified by number and contain proposed accomplishments, the time period (i.e., one, two, three, or more years), and annual Program Year 4 numeric goals the jurisdiction hopes to achieve in quantitative terms, or in other measurable terms as identified and defined by the jurisdiction.

Program Year 4 Action Plan Community Development response:

The following table lists non-housing CDBG allocations for the coming year to address goals established in the Five Year Strategic Plan.

CITY OF SCOTTSDALE: Non-Housing CDBG Allocations to short term objectives.		High priority needs	Funding levels and accomplishments for Year-Four.	
Agency Name	Program Description	Con Plan Funding Priority Activity	FY 2013/14 Funding Allocation	Outcome/ people served
Big Brothers Big Sisters of Central AZ	Scottsdale Mentoring Program	Youth Services	8,500	35
Save the Family Foundation	Case Management and Adult Services	Family Services	17,500	24
STARS (Scottsdale Training and Rehab)	Osborn Employment Services	Handicapped/Disabled Services	26,723	50
Tempe community Action Agency	Congregate Meals	Senior Services	23,602	680
Chrysalis Shelter for Victims of Domestic Violence, Inc.	Transitional Housing/Crisis Shelter	Transitional	24,000	22
Homeward Bound	Family Services for Scattered-Sites	Transitional	17,000	45
Family Promise of Greater Phoenix	Family Promise Emergency Shelter Program	Emergency	16,958	250
City of Scottsdale – Papago Rotary Neighborhood Park	ADA Playground & Shade Structure Replacement	Parks and/or Recreation Facilities	90,000	TBD
City of Scottsdale – Paiute Park	ADA Playground & Shade Structure Replacement	Parks and/or Recreation Facilities	83,000	TBD
City of Scottsdale –	LED Lighting Energy Conservation	Other Infrastructure	100,000	TBD
City of Scottsdale – Paiute Neighborhood Center	Canopy Cover Installation	Neighborhood Facility	125,000	TBD
		Total	\$532,283	1106

Antipoverty Strategy

Describe the actions that will take place during the next year to reduce the number of poverty level families.

Program Year 4 Action Plan Antipoverty Strategy response:

Year 4 actions to reduce the number of families in poverty include:

- Intake and case management,
- Food boxes,
- Utility assistance, and
- Emergency mortgage and rent assistance.

Long term strategies are additionally provided through the Section 8 Family Self-Sufficiency Program, the Vista Job Prep Program and case management and employment services that are provided by non-profit organizations.

Local non-profits including A New Leaf, Central Arizona Shelter Services (CASS), Chrysalis Shelter for Victims of Domestic Violence, Homeward Bound, Family Promise of Greater Phoenix, Florence Crittenton Services of Arizona, Save the Family Foundation of Arizona, and UMOM help stabilize households through emergency and transitional housing. These emergency and transitional housing services are also accompanied by supportive resources and employment services.

The Section 8 Family Self-Sufficiency Program combines the resources of case management with career counseling and job coaching with longer term assistance through Section 8 Rental assistance to achieve economic independence. Family Self-Sufficiency also includes opportunities for further education, financial literacy, establishing Individual Development Accounts, Individual Development Empowerment Accounts and multiple forms of homeownership assistance with the results that some graduates become self-sufficient homeowners in the Community.

The City of Scottsdale also actively markets the Earned Income Tax credit to its citizens. Three City facilities, Via Linda Senior Center, Granite Reef Senior Center and Paiute Neighborhood Center, provided space and resources for AARP to provide free tax preparation.

NON-HOMELESS SPECIAL NEEDS HOUSING

Non-homeless Special Needs (91.220 (c) and (e))

*Please also refer to the Non-homeless Special Needs Table in the Needs.xls workbook.

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve for the period covered by the Action Plan.
2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

Program Year 4 Action Plan Specific Objectives response:

The following table describes federal and local allocations of funding within the procurement authority of the City of Scottsdale to address goals for special needs populations.

NON-HOMELESS SPECIAL NEEDS/High Priority Needs				Funding and accomplishments for Year-Four	
Agency Name	Program Description	Funding Category	Funding Source	FY 2013/14 Funding Allocation	Outco me/ People Served
Alzheimer's Assoc Desert SW Chapter	Scottsdale's Alzheimer's Program	Elderly	Scottsdale Cares	16,000	600
Big Brothers Big Sisters of Central AZ	Pueblo Elementary Site- based program	Youth	Scottsdale Cares	4,500	25
Big Brothers Big Sisters of Central AZ	Scottsdale Mentoring Program	Youth	CDBG	8,500	35
Boys & Girls Club of Scottsdale	Operation Outreach	Youth	Scottsdale Cares	18,000	435
Community Bridges, Inc.	Crisis Care & Peer Support	Low-income	Scottsdale Cares	15,374	422
Community Legal Services	Removing Barriers to Justice for Low-income	Low-income	General Fund	16,625	27
Concerned Citizens for Community Health	Emergency rent/mortgage Brown bag program	Low-income	Scottsdale Cares	37,400	301
DUET Partners in Health & Aging	Volunteer Interfaith Caregivers Program	Elderly	General Funds	21,000	210
EMPACT Suicide Prevention Center, Inc.	Senior Peer Counseling	Elderly	General Funds	13,178	150
Foothills Community Foundation	Homebound Elders & Disabled	Elderly Disabled	Scottsdale Cares	13,875	148
Homeward Bound	Scattered sites utility assistance	Family services	Scottsdale Cares	4,050	45
Homeward Bound	Family Services for scattered sites	Family Services	CDBG	17,000	45
Jewish Family & Children's Service (JFCS)	JFCS Geriatrics (Home Based Program)	Elderly	General Funds	24,000	75
Scottsdale Training & Rehabilitation (STARS)	Cholla Employment Services & Work	Handicappe d/Disabled	Scottsdale Cares	9,381	40
Scottsdale Training & Rehabilitation (STARS)	Community Based Employment Program	Handicappe d/Disabled	CDBG	26,723	40
Tempe Community Action Agency (TCAA)	Scottsdale Senior Nutrition Program	Elderly	CDBG	23,602	680
			TOTAL	\$269,208	3,278

Housing Opportunities for People with AIDS

*Please also refer to the HOPWA Table in the Needs.xls workbook.

1. Provide a Brief description of the organization, the area of service, the name of the program contacts, and a broad overview of the range/ type of housing activities to be done during the next year.
2. Report on the actions taken during the year that addressed the special needs of persons who are not homeless but require supportive housing, and assistance for persons who are homeless.
3. Evaluate the progress in meeting its specific objective of providing affordable housing, including a comparison of actual outputs and outcomes to proposed goals and progress made on the other planned actions indicated in the strategic and action plans. The evaluation can address any related program adjustments or future plans.
4. Report on annual HOPWA output goals for the number of households assisted during the year in: (1) short-term rent, mortgage and utility payments to avoid homelessness; (2) rental assistance programs; and (3) in housing facilities, such as community residences and SRO dwellings, where funds are used to develop and/or operate these facilities. Include any assessment of client outcomes for achieving housing stability, reduced risks of homelessness and improved access to care.
5. Report on the use of committed leveraging from other public and private resources that helped to address needs identified in the plan.
6. Provide an analysis of the extent to which HOPWA funds were distributed among different categories of housing needs consistent with the geographic distribution plans identified in its approved Consolidated Plan.
7. Describe any barriers (including non-regulatory) encountered, actions in response to barriers, and recommendations for program improvement.
8. Please describe the expected trends facing the community in meeting the needs of persons living with HIV/AIDS and provide additional information regarding the administration of services to people with HIV/AIDS.
9. Please note any evaluations, studies or other assessments that will be conducted on the local HOPWA program during the next year.

Program Year 4 Action Plan HOPWA response:

The City of Scottsdale does not receive HOPWA funding.

Specific HOPWA Objectives

Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by the Action Plan.

Program Year 4 Specific HOPWA Objectives response:

The City of Scottsdale does not receive HOPWA funding.

Other Narrative

Include any Action Plan information that was not covered by a narrative in any other section.

The chart below lists all City of Scottsdale projects funded with CDBG and HOME.

Outcomes → Objectives ↓	Availability/ Accessibility	Affordability	Sustainability
Suitable Living Environment	<ul style="list-style-type: none"> • Big Brothers Big Sisters (Scottsdale Mentoring Program) • Chrysalis (Transitional Housing & Crisis Shelter) • TCAA (Senior Meals Program) 	<ul style="list-style-type: none"> • Homeward Bound (Transitional Housing & Social Services) • Save the Family (Case Management & Supportive Services) 	<ul style="list-style-type: none"> • Family Promise of Greater Phoenix (Family Promise Emergency Shelter Program)
Decent Housing	<ul style="list-style-type: none"> • City of Scottsdale (Roof Replacement & Repair Program) • City of Scottsdale (Emergency Home Repair Program) 	<ul style="list-style-type: none"> • City of Scottsdale (Housing Rehabilitation Program) • Save the Family (Affordable Rental Movement) • Newtown Community Development Corporation (Scottsdale Community Land Trust) 	<ul style="list-style-type: none"> • Central Arizona Shelter Services, Inc. (CASS Regional Single Adult Shelter Improvements)

Outcomes → Objectives ↓	Availability/ Accessibility	Affordability	Sustainability
Creating Economic Opportunity	<ul style="list-style-type: none"> • STARS (Community Based Employment Program) • City of Scottsdale-Papago Rotary Park (ADA & Shade Improvements) • City of Scottsdale-Paiute Park (ADA & Shade Improvements) • City of Scottsdale - Paiute Neighborhood Center (Canopy Cover) 		<ul style="list-style-type: none"> • City of Scottsdale (LED Lighting)

Fair Housing Choice

Progress has been made in the area of fair housing education for Scottsdale residents. Through publicized seminars, inter-agency partnerships with fair housing providers and one-on-one contact, more residents have been educated about fair housing and their rights.

The Scottsdale Analysis of Impediments to Fair Housing Choice (AI) was completed and submitted to Housing & Urban Development (HUD) on April 20, 2011. The AI is a required element of the 5-Year Consolidated Plan and is the completion of a study of impediments to fair housing choice for an entitlement jurisdiction. The study entailed gathering data from various sources and the distribution of a fair housing survey within the community to identify areas of concern. The chart below summarizes perceived impediments to fair housing within Scottsdale's jurisdiction and the measures planned to address them.

IMPEDIMENT TO BE ADDRESSED	GOAL	STRATEGY TO MEET THE GOAL	RESPONSIBLE ENTITIES ASSIGNED TO MEET GOALS	PROPOSED INVESTMENT	PERFORMANCE MEASURE
Lack of education on fair housing rights, how to file a fair housing complaint, what the protected classes are and predatory lending methods	Fair Housing education & planning in various mediums	Provide at least two educational opportunities each year on the what-and-how of fair housing.	City of Scottsdale Fair Housing Coordinator	\$1,200 per year	The number and percent of people who report awareness of fair housing rights
		Continue as a member of the Arizona Fair Housing Partnership.	City of Scottsdale Fair Housing Coordinator	\$1,100 per year	Seminars Conducted
					Level of participation in the Arizona Fair Housing Partnership
City wide lack of understanding of "reasonable accommodation" and the rights, obligations and responsibilities related to fair housing and the Americans with Disabilities Act (ADA)	Improve general understanding of obligations and responsibilities of providing reasonable accommodations	Fair Housing/ADA Coordinator to create educational materials on "reasonable accommodation."	City of Scottsdale Fair Housing/ADA Coordinator and Community Assistance Office	\$1,000 per year	Number of people and city staff who receive information or training in "reasonable accommodation" exploration of documentation of web site visits/ADA downloads or courses completed on line
Newly constructed rental units do not always comply with the Arizona Fair Housing Act as it pertains to accessibility for persons with disabilities	Reduce the number of newly constructed rental units that do not comply with the Arizona Fair Housing Act to zero	Increase efforts to advise architects and developers of the design implications of the Arizona Fair Housing Act	City of Scottsdale One Stop Shop	\$1,000	Number and percent of multifamily units built in compliance with the Arizona Fair Housing Act Number of referrals or advisement sessions held with architects and builders

IMPEDIMENT TO BE ADDRESSED	GOAL	STRATEGY TO MEET THE GOAL	RESPONSIBLE ENTITIES ASSIGNED TO MEET GOALS	PROPOSED INVESTMENT	PERFORMANCE MEASURE
Different terms and conditions in securing housing still problematic for families with children, persons with disabilities and low-income Black/African American and American Indian households.	Determine the extent to which minorities, persons with disabilities, and families with children are subject to different terms and conditions for housing.	Contract with fair housing provider agencies for fair housing support and testing. Continue to use database to log all requests for fair housing services, assessment of service need, action taken, and outcome.	City of Scottsdale Community Assistance Office and Fair Housing Coordinator along with Southwest Fair Housing Council City of Scottsdale Fair Housing/ADA Coordinator	\$500 per year	Number of referrals to the Attorney General's office or other fair housing enforcement agencies Successful outcome of referrals Record of contacts and request for services
NIMBY attitudes and attitudes of landlords and neighbors continue to impact housing choice especially for people with disabilities with the need for services in relations to a disability.	Increase community acceptance and improve levels of tolerance among residents.	Participate with regional efforts to inform people of the value of workforce housing to the health of the community. Seek partnerships with other City departments that have a direct impact in this area	City of Scottsdale Community Assistance Office , Fair Housing/ADA Coordinator and other City departments to include zoning and planning	\$800 per year	Participation in regional public information ventures. Partnerships formed by city departments to address noted issues

IMPEDIMENT TO BE ADDRESSED	GOAL	STRATEGY TO MEET THE GOAL	RESPONSIBLE ENTITIES ASSIGNED TO MEET GOALS	PROPOSED INVESTMENT	PERFORMANCE MEASURE
Lack of knowledge in regards to affordable public transportation to assist housing and employment opportunities.	Improve transportation resources and information distribution as they relate to live-work opportunities for people.	Provide written fair housing material to largest employment entity in jurisdiction.	City of Scottsdale Transportation Department And Fair Housing/ADA Coordinator	\$1,000	Increased ridership of free or reduced fare transportation provided by the City
Lack of affordable housing.		Continue to develop new transportation resources to link workforce housing opportunities and job opportunities.	Provision of materials by Community Assistance Office		Record of distribution of fair housing and transportation information to employees of major employment groups in jurisdiction. (Scottsdale Air Park) City Line communication



**Community
Assistance Office**

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**TO: Mayor and City Council
Daniel Worth, Acting City Manager**

**THROUGH: William B. Murphy, Executive Director, Community Services
Jan Cameron, Parks, Recreation and Human Services Director**

FROM: Michelle Albanese, Community Assistance Manager

DATE: April 4, 2013

**SUBJECT: Community Development Block Grant (CDBG) Annual Action Plan for FY
2013/2014**

On April 16, 2013 staff will present to City Council the FY 2013/14 Annual Action Plan (Plan), which is the City's application for federal Community Development Block Grant (CDBG) funds and identifies the proposed use of CDBG and HOME Investment Partnership (HOME) funds. Staff will request the City Council adopt Resolution No. 9367, which authorizes the submittal of the Plan to the U.S. Department of Housing and Urban Development (HUD), due May 15, 2013, and authorizes the City Manager to execute a contract with HUD for CDBG funding for FY 2013/14.

CDBG funds are awarded from HUD on a noncompetitive basis to entitlement communities, communities with populations greater than 50,000, through a formula allocation. The City of Scottsdale is an entitlement community; therefore, the city receives CDBG funding annually. The primary categories of eligible activities are housing rehabilitation, public facilities, economic development activities and public services. As required by HUD, expenditures must be consistent with the City's Five-Year Consolidated Plan, approved by City Council on April 13, 2010, and a minimum of 70% of the funds must benefit low and moderate-income households. Funds may be utilized by the City and sub-granted to non-profits for eligible activities.

HOME funds are also a federal block grant and are available to the City of Scottsdale as a result of participation in the Maricopa HOME Consortium. HOME supports a wide range of activities that increase the supply of affordable housing for low-income persons.

Each year, the City solicits proposals from non-profit agencies to deliver services to low and moderate-income families through a very comprehensive, competitive public process. Applications for CDBG and HOME are evaluated and scored by the Human Services Commission and are recommended for funding based on key strategic objectives and priorities identified in the City's Five-Year Consolidated Plan.

Since FY 2010/11 the CDBG allocation has been reduced by 29% and the HOME allocation has been reduced by 39%. HUD has not released FY 2013/14 CDBG and HOME funding allocations, due to the federal sequestration. HUD anticipates a budget reduction of 5% of the FY 2012/13 CDBG allocation of \$942,333, which was reduced from \$1,053,079 (11%) from FY 2011/12, and a reduction of 5% of the FY 2012/13 HOME allocation of \$237,857, which was reduced from \$318,560 (25%) from FY 2011/12.

The estimated funding allocations included in this Council Action are based on a 5% budget reduction. The estimated FY 2013/14 CDBG funding allocation of \$895,216 plus \$551,733 in reprogrammed funds from prior years' grants and remaining program income from the Sale of the Civic Center Senior Center totals \$1,446,949, which is the amount available for eligible programs and services.

Due to CDBG regulations, public service activities are limited to 15% and planning and program administration is limited to 20% of the current year's allocation. The balance of the CDBG allocation and any re-programmed funds are restricted to only non-public service activities.

On February 5, 2013 the Human Services Commission hosted a public meeting, hearing presentations from non-profit agencies requesting funding for public and housing services, and public facility improvements.

The Human Services Commission made their funding recommendations on March 14, 2013 and March 28, 2013 for City Council's consideration. The Commission's recommended award of CDBG funds for programs and services in the amount of \$1,446,949 are:

- Public Services (limited to 15% of 2013/14 allocation) - \$134,282
- Planning & Administrative costs (limited to 20% of 2013/14 allocation)- \$179,043
- Non-Public Services - \$1,133,624: \$483,624 for public facility improvements, \$650,000 for housing rehabilitation activities

At the March 14, 2013 meeting, the Human Services Commission approved staff to adjust the allocations of CDBG and HOME funds as necessary based upon final FY 2013/14 funding allocations.

The estimated HOME allocation of \$209,373 for FY 2013/14, plus reprogrammed funds from previous years in the amount of \$41,570 totals \$250,943. One agency is recommended to receive \$237,857 in HOME funds to provide housing opportunities for first-time homebuyers. \$13,086 is reserved for estimated planning and administrative costs.

The requested Council action will allocate funding to a variety of human services and housing projects from the formal recommendations of the Human Services Commission. The Human Services Commission's final CDBG and HOME recommendations fund 9 agencies, providing 10 different programs and services and 5 facility and public improvement projects. Services will be provided to an estimated 1,243 individuals.

Staff are available to meet individually with Council members upon request to answer questions prior to the April 16th City Council meeting.

Staff Contacts

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Jan Cameron, Parks, Recreation and Human Services Director, 480-312-1011
jcameron@scottsdaleaz.gov

Michelle Albanese, Community Assistance Manager, 480-312-2309
malbanese@scottsdaleaz.gov

FY 2013/14 Funding and Public Participation Process

The following is a summary of the FY 2013/14 public funding process (public meetings in bold):

September 7, 2012	Published Notice of Request for Proposals
Sept. - Dec. 2012	Human Services Commission – Reviewed most critical needs and population groups for FY 2013/14 funding; panel discussions from agencies serving these population groups
October 3, 2012	Applicant Orientation – Provided overview of the process to non-profits applying for funding
November 16, 2012	Deadline for submission of proposals
January 24, 2013	Human Services Commission – City staff provided overview of funding sources and distribution funding binder of agency's proposals
February 5, 2013	Human Services Commission – CDBG/HOME – Agency presentations
March 14, 2013	Human Services Commission – Proposal discussion and informal funding recommendations
March 28, 2013	Human Services Commission – Proposal discussion and final approval of funding recommendations
April 16, 2013	City Council - Public hearing and approval of FY 2013/14 Annual Action Plan
May 15, 2013	Annual Action Plan due to HUD
July 1, 2013	2013/14 funding year begins

Community Development Block Grant (CDBG) HOME Investment Partnership Programs

**Solicit public testimony on
FY 2013/2014 Annual Action Plan and
Adopt Resolution No. 9367**

Community Development Block Grant (CDBG)

- **Administered by U.S. Department of Housing and Urban Development (HUD)**
- **Non-competitive grants to cities over 50,000**
- **Eligible expenditures include:**
 - **public services (max. 15%), housing activities, public facilities, economic development, program administration (max. 20%)**
- **Minimum of 70% of the funds must benefit low- and moderate-income households**
- **Expenditures must be consistent with the 4/13/2010 approved 5-Year Consolidated Plan**

HOME Investment Partnership Program (HOME)

- **Scottsdale's participation in the Maricopa HOME Consortium**
- **The intent of the HOME program:**
 - **to provide decent affordable housing to lower-income households**
 - **expand the capacity of non-profit housing providers**
 - **strengthen the ability of state and local governments to provide housing**
 - **leverage private sector participation**
- **Requires local match funds of no less than 25%**

HUD Requirements

- **FY 2010-2014 5-Year Consolidated Plan – April 13, 2010**
- **Annual Action Plan on the proposed use of all allocated funds**
- **Public participation and public hearings prior to adoption of Plan**
- **Annual Action Plan due to HUD by May 15, 2013**
- **July 1, 2013 starts FY 2013/14 funding**

Human Services Commission

Role of the Human Services Commission

- **Evaluate proposals**
- **Hear agency presentations**
- **Ask questions regarding the proposed program**
- **Score each proposal**
- **Make funding recommendations to City Council**

Funding Process

- **Highly competitive process**
- **Increase in need, limited resources**
- **Many good applications don't get funded**

FY 2013/14 Annual Action Plan Public Process

Sept. 7, 2012	Notice of Request for Proposals Published
Sept.–Dec.	Human Services Commission- Evaluated most critical needs & population groups; panel discussions from agencies
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FY 2013/14 Annual Action Plan Public Process

- | | |
|-----------------------|--|
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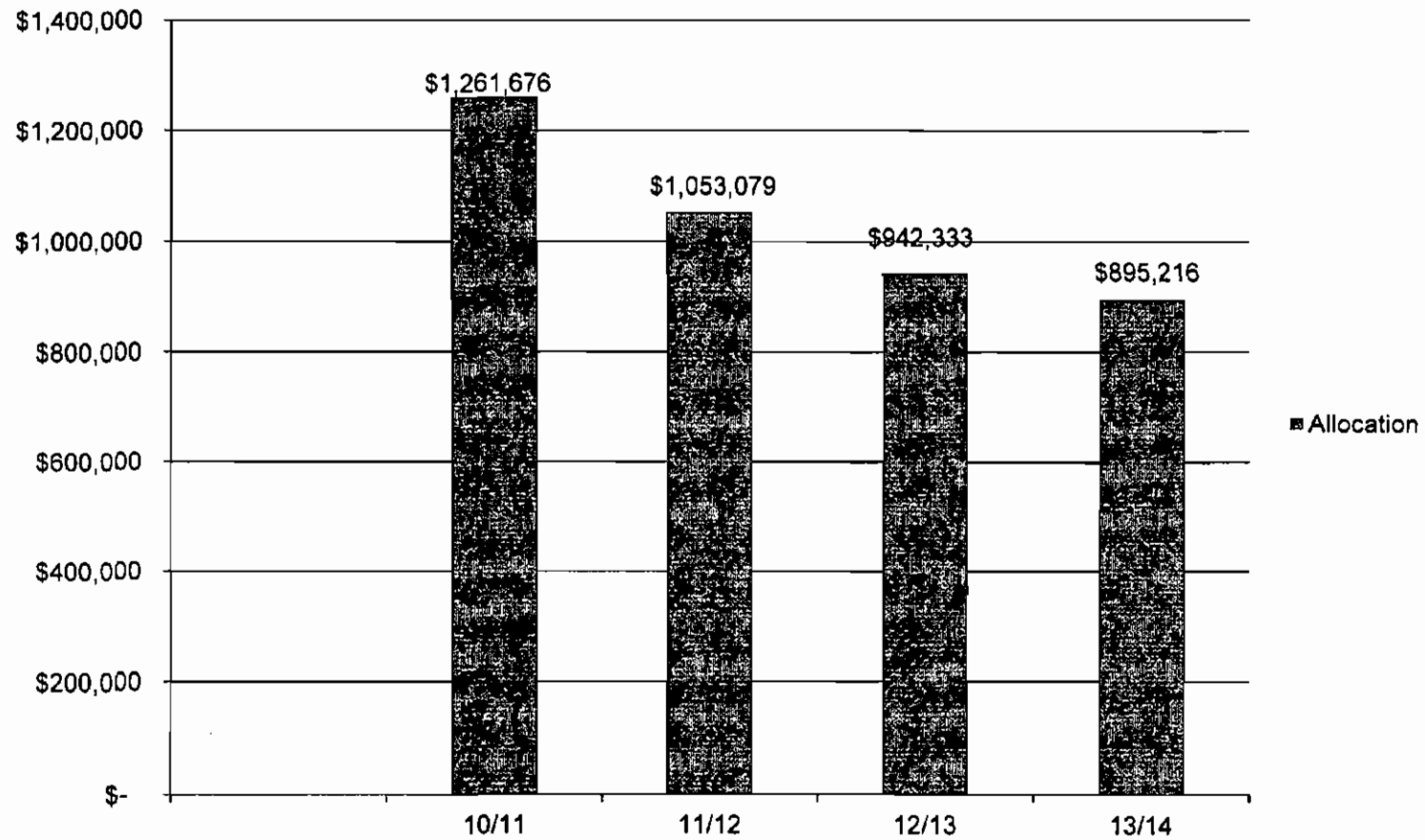
CDBG Funding History

FY	Allocation	Annual Reduction
10/11	\$1,261,676	
11/12	\$1,053,079	<\$208,597>
12/13	\$ 942,333	<\$110,746>
13/14	\$ 895,216*	<\$ 47,117>

**Reduction of 29% over the
last 4 years** **<\$366,460>**

*** estimated allocation**

CDBG Funding Allocation FY 10/11 thru FY 13/14



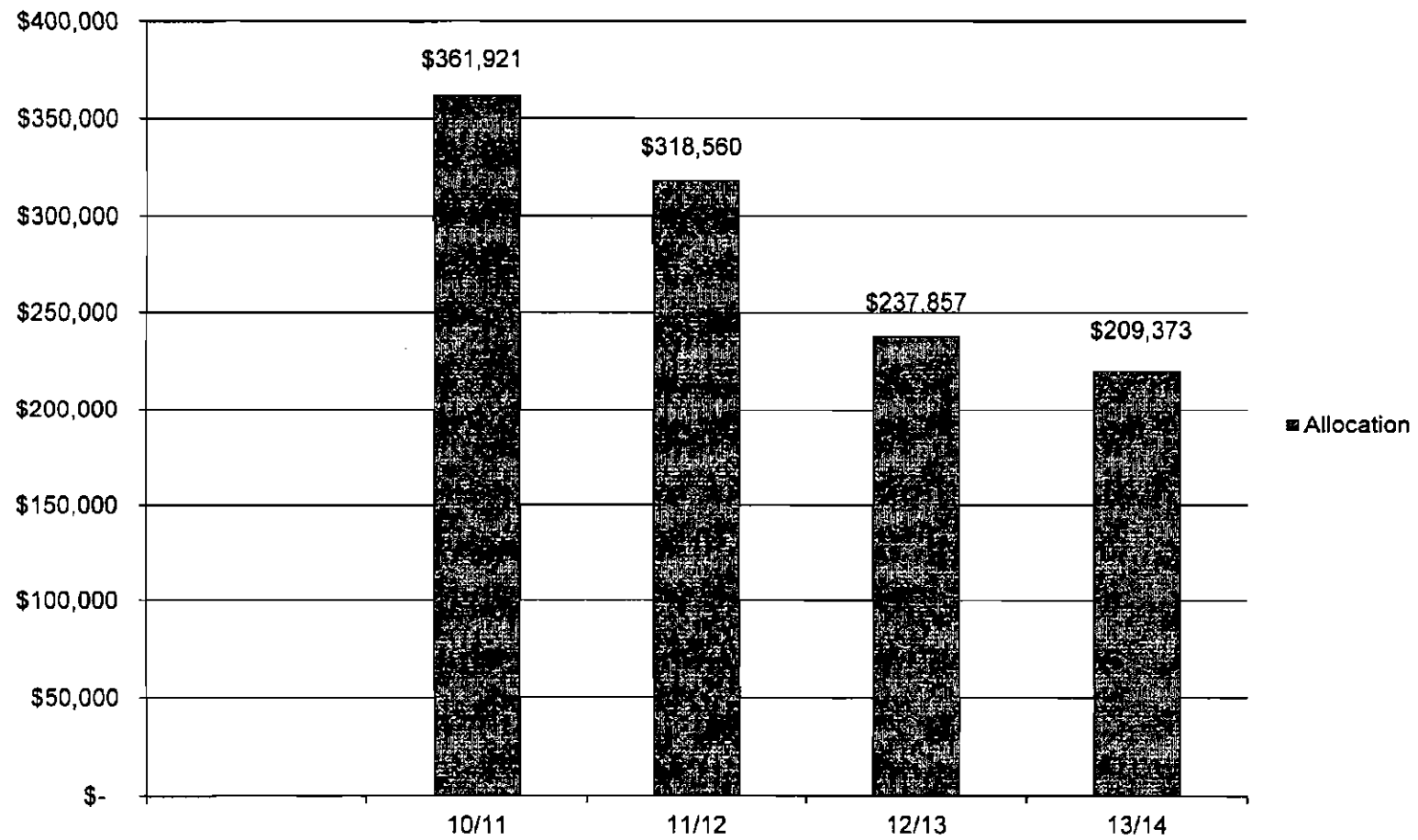
HOME Funding History

FY	Allocation	Annual Reduction
10/11	\$361,921	
11/12	\$318,560	<\$ 43,361>
12/13	\$237,857	<\$ 80,703>
13/14	\$209,373*	<\$ 28,484>

**Reduction of 42% over the
last 4 years** **<\$152,548>**

*** estimated allocation**

Home Funding Allocation FY 10/11 thru FY 13/14



Estimated Funding Allocations - FY 2013/14

Community Development Block Grant (CDBG)

\$ 895,216	<i>Estimated FY 13/14 Allocation</i>
<u>\$551,733</u>	<i>Reprogrammed funds</i>
\$1,446,949	<i>Total Estimated Funds</i>

Estimated Funding Allocations - FY 2013/14

HOME Investment Partnerships Program

\$ 209,373	<i>Estimated FY 13/14 Allocation</i>
<u>\$ 41,570</u>	<i>Reprogrammed funds</i>
\$ 250,943	<i>Total Estimated Funds</i>

Combined benefit of CDBG and HOME programs

- **9 agencies providing 11 different activities to an estimated 1,243 individuals; 5 Facility and Public Improvement Projects**

Funding Proposals Summary

Fiscal Year 2013/14	Proposals Presented	Funds Available	Funds Requested	Proposals Recommended for Funding	Amount Awarded
CDBG	19	\$1,267,906	\$ 1,392,918	15	\$ 1,267,906
HOME	1	\$237,857	\$ 360,000	1	\$237,857
Total	20	\$ 1,505,763	\$1,752,918	16	\$1,505,763

Recommendations for CDBG - FY 2013/14

Public Services	\$ 134,282
Youth, Domestic Violence Victims, Seniors, Disabled and Homeless	
Non-Public Services - Housing	\$ 650,000
Housing Rehabilitation Program Emergency and Roof Repair Programs	
Non-Public Services- Facilities/Improvements	
Improvements to transitional shelter Public Improvements	\$448,000
Contingency Funds	\$35,624
Program Administration	<u>\$ 179,043</u>
	\$1,446,949

Recommendation for HOME - FY 2013/14

Housing Acquisition & Rehabilitation	\$ 237,857
Program Administration	<u>\$ 13,086</u>
	\$ 250,943

Resolution No. 9367

Adoption of Resolution No. 9367:

- **Approves FY 2013/14 Annual Action Plan for CDBG funds & authorizes City Manager to execute appropriate certifications and submit Plan to HUD.**
- **Authorizes City Manager to execute a contract with HUD for FY 2013/14 CDBG funding**
- **Approves the manner in which FY 2013/14 HOME funds are allocated**
- **Approves reprogramming of remaining CDBG and HOME funds under prior year's funding**

- **Approves allocations for CDBG and HOME funds as recommended by the Human Services Commission**
- **Authorizes Mayor to execute contracts with agencies**
- **Approves return of Program Income from repayment of Housing Rehabilitation deferred loans to CDBG Line of Credit or Housing Rehabilitation revolving loan fund**
- **Approves return of all other Program Income from CDBG funded activities to the City's Line of Credit to be expended on other eligible CDBG activities**
- **Authorizes the Community Assistance Manager to adjust the allocation of CDBG and HOME funds as necessary based upon final federal funding allocations to the City**

Community Development Block Grant (CDBG) HOME Investment Partnership Programs

Solicit public testimony on
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Item 6

Community Development Block Grant (CDBG) HOME Investment Partnership Programs

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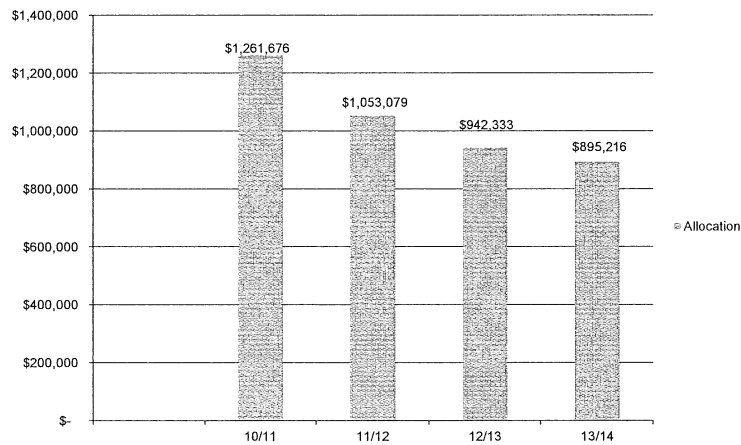
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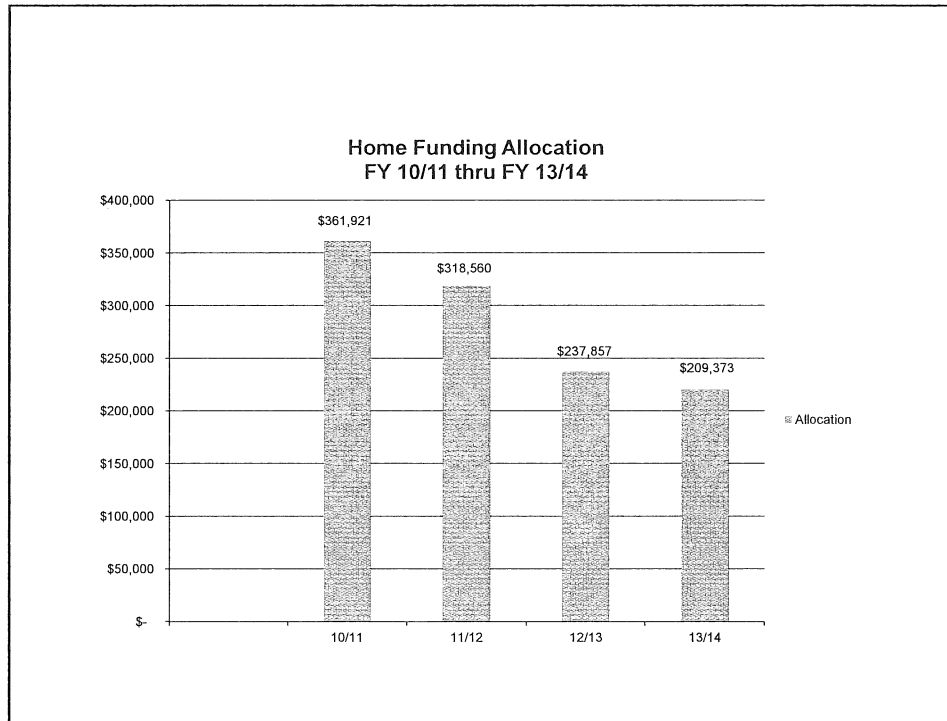
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**Community Development Block Grant (CDBG)
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