

# CITY COUNCIL REPORT



Meeting Date: May 4, 2021  
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 2021/22 Annual Action Plan and the Allocation of CDBG and HOME Investment Partnership (HOME) Funds.**

1. Solicit public testimony regarding the Fiscal Year 2021/22 Annual Action Plan for the use of CDBG funds in the amount of **\$1,310,812** and HOME Investment Partnership Program (HOME) funds in the amount of **\$344,448**; and
2. Adopt Resolution No. 12080 to approve the FY 2021/22 Annual Action Plan and authorize the:
  - Use, award, and allocation of CDBG and HOME funds for eligible programs and services and associated contracts;
  - Reprogramming of prior years' remaining funds and the return of program income;
  - An amendment to the Roof Repair and Replacement Program Guidelines;
  - Associated HUD certifications and contracts; and,
  - Mayor, City Manager, and Community Assistance Manager to take certain actions furthering this Resolution.

## **RELATED RESOLUTION NUMBERS**

The City Council adopted Resolution No. 11671 on May 5, 2020 authorizing and adopting the CDBG Program Five-Year Consolidated Plan for Fiscal Years 2020-2024; Fiscal Year 2020-2021 Annual Action Plan; Analysis of Impediments to Fair Housing; and allocation of CDBG and HOME Investment Partnership Funds.

## **BACKGROUND**

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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 that considers 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. The Action Plan is a subset of the City's Five-Year Strategic Plan, addressing funding options for the next fiscal year.

HOME funds are a federal block grant and 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 administered the HOME program over the past 20 years. HOME supports a wide range of housing activities that increase the supply of affordable housing for low-income persons through publicly 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 sub-recipients of HOME funds to provide the required match. Typical uses of HOME funds include 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 funds available for the next funding cycle.

The City of Scottsdale received program income from the repayment of deferred loans from participants of the Green 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.

In order to more adequately meet the needs of our Roof Repair and Replacement Program clients and the program's intent, the maximum amount per project will be increased from \$10,000 to \$15,000.

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

## **ANALYSIS & ASSESSMENT**

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### **Recent Staff Action**

The City of Scottsdale has participated in and administered the CDBG program for the past 41 years. Continued participation in the program demonstrates the City's commitment to the welfare of Scottsdale residents and to meeting HUD's national objectives which are: benefitting low- and moderate-income persons, addressing slums or blight, and meeting a particularly urgent community need.

Staff is currently administering the CDBG program for FY 2020/21. Staff is also administering the HOME program through the Maricopa County HOME Consortium for the use of awarded funds and associated activities.

### **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 2021/22 annual CDBG allocation.

This Council action will allocate funding to a variety of human services, housing projects, and public facility improvements in response to the recommendations of the Human Services Commission. The Human Services Commission hosted a public meeting on February 11, 2021, 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. The Human Services Commission made their informal funding recommendations on March 11, 2021 and made their formal funding recommendations for City Council consideration on March 25, 2021.

The Human Services Commission's final recommendations provide CDBG funding to 10 agencies for 10 different activities which will provide public services, housing rehabilitation, public facility improvements, and housing opportunities to an estimated 5,190 individuals as shown in Exhibits A and B of Resolution No. 12080.

## **RESOURCE IMPACTS**

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### **Available Funding**

The City anticipates receiving \$1,310,812 in CDBG funds for FY 2021/22. The Human Services Commission is recommending funding for programs and services which are as shown on Exhibits A and B to Resolution No. 12080. The FY 2021/22 CDBG funding allocation of \$1,214,914 plus program income in the amount of \$62,865 and reprogram funds of \$33,033, total \$1,310,812. The recommended award of CDBG funds for public service activities, housing activities, and facility improvements is \$1,057,449 and \$242,983 for planning and administrative costs, for a total of \$1,300,432. The remaining \$10,380 will be reprogrammed in FY 2022/23 for eligible CDBG activities.

The FY 2021/22 HOME allocation is \$344,125 plus program income of \$323. Recommendation of award of HOME funds for programs is \$321,485, and \$21,507 for planning and administrative costs. The remaining \$1,456 will be reprogrammed in FY 2022/23 for eligible HOME activities.

The funding recommendations, including planning and administrative costs and estimated amount of program income have been included in the proposed FY 2021/22 Grants Budget for CDBG and HOME funds.

### **Staffing, Workload Impact**

No additional staff is requested in this action.

## **OPTIONS & STAFF RECOMMENDATION**

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### **Recommended Approach**

Adopt Resolution No. 12080 approving the use, award, and allocation of federal CDBG and HOME funds for eligible programs and services and authorizing associated contracts; approving the FY 2021/22 Annual Action Plan; authorizing the reprogramming of prior years' remaining funds and the return of program income; authorizing an amendment to the Roof Repair and Replacement Program Guidelines; authorizing associated HUD certifications and contracts; and authorizing the Mayor, City Manager, and City Community Assistance Manager to take certain actions furthering this Resolution.

HUD requires approval of the City of Scottsdale Annual Action Plan 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 the FY 2021/22 annual CDBG allocation.

**Proposed Next Steps**

Upon Resolution No. 12080 approval, staff will continue to operate the CDBG and HOME programs in compliance with federal regulations, will submit the approved FY 2021/22 Annual Action Plan to HUD, will reprogram prior years' remaining CDBG/HOME funds and the return of program income, will implement updated Roof Repair and Replacement Program Guidelines, and will negotiate contracts with agencies that have been awarded FY 2021/22 CDBG and HOME funding.

**RESPONSIBLE DEPARTMENT(S)**

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Community Services division, Human Services department, Community Assistance Office

**STAFF CONTACT(S)**

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Irma Hollamby, Manager, Community Assistance Office, 480-312-2309, [ihollamby@scottsdaleaz.gov](mailto:ihollamby@scottsdaleaz.gov)

Greg Bestgen, Human Services Director, 480-312-0104, [gbestgen@scottsdaleaz.gov](mailto:gbestgen@scottsdaleaz.gov)

**APPROVED BY**

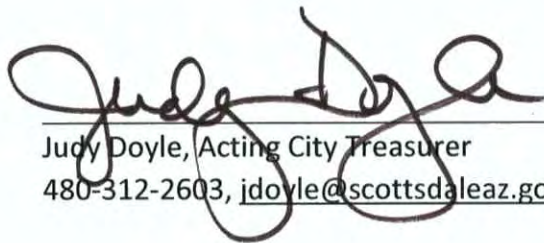
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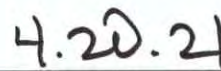
William B. Murphy, Assistant City Manager  
480-312-7954, [bmurphy@scottsdaleaz.gov](mailto:bmurphy@scottsdaleaz.gov)



Date



Judy Doyle, Acting City Treasurer  
480-312-2603, [jdoyle@scottsdaleaz.gov](mailto:jdoyle@scottsdaleaz.gov)



Date

**ATTACHMENTS**

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1. Resolution 12080 (including Exhibits A, B, C, and D)
2. FY 2021/22 Annual Action Plan
3. Roof Repair and Replacement Program Guidelines

RESOLUTION NO. 12080

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, APPROVING THE USE, AWARD, AND ALLOCATION OF FEDERAL CDBG AND HOME FUNDS FOR ELIGIBLE PROGRAMS AND SERVICES AND AUTHORIZING ASSOCIATED CONTRACTS; APPROVING THE FY 2021/22 ANNUAL ACTION PLAN; AUTHORIZING THE REPROGRAMMING OF PRIOR YEARS' REMAINING FUNDS AND THE RETURN OF PROGRAM INCOME; AUTHORIZING AN AMENDMENT TO THE ROOF REPAIR AND REPLACEMENT PROGRAM GUIDELINES; AUTHORIZING ASSOCIATED HUD CERTIFICATIONS AND CONTRACTS; AND AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY COMMUNITY ASSISTANCE MANAGER TO TAKE CERTAIN ACTIONS FURTHERING THIS RESOLUTION.

WHEREAS, the City of Scottsdale has participated for many years in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME investment Partnership (HOME) Programs, both of which assist low- and moderate-income Scottsdale citizens;

WHEREAS, for FY 2021/22, the City anticipates receiving \$1,214,914 in CDBG funds plus \$62,865 in program income and \$33,033 in reprogramming from prior years' grants and program income, resulting in an estimated \$1,310,812 of total CDBG funds;

WHEREAS, for FY 2021/22, the City anticipates receiving \$344,125 in HOME funds plus \$323 in program income, resulting in an estimated \$344,448 of total HOME funds;

WHEREAS, as a condition to CDBG and HOME Program participation, HUD requires the City to approve and submit an Annual Action Plan after soliciting public input;

WHEREAS, at public meetings on February 11, 2021, March 11, 2021, and March 25, 2021, the Human Services Commission heard and considered proposals from organizations about public and housing services, facility improvements, and homeownership activities, resulting in the funding recommendations shown in Exhibits A and B;

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

Section 1. The City Council approves the FY 2021/22 Annual Action Plan and authorizes the City Manager or designee to submit the Plan to HUD, execute appropriate certifications, and execute a contract with HUD for FY 2021/22 CDBG funding.

Section 2. The Annual Action Plan shall reflect the following usage of funding, as adjusted to reflect final federal funding:

|  |              |
|--|--------------|
| Public Services Activities                         | \$ 190,022   |
| Housing Activities                                 | \$ 786,051   |
| Public Facilities & Improvements                   | \$ 81,376    |
| Program Administration                             | \$ 242,983   |
| Unallocated funds to be reprogrammed in FY 2022/23 | \$10,380     |
| Total CDBG Activities                              | \$ 1,310,812 |

**Section 3.** Contingent upon each organization securing the necessary 25% cash match from non-federal sources and execution of necessary City contracts and documents, the City Council approves FY 2021/22 HOME fund allocations, adjusted as needed to reflect final federal funding, as follows:

|  |            |
|--|------------|
| Acquisition/Reconstruction of Real Property        | \$ 321,485 |
| Program Administration Costs                       | \$ 21,507  |
| Unallocated funds to be reprogrammed in FY 2022/23 | \$1,456    |
| Total HOME Activities                              | \$ 344,448 |

**Section 4.** The City Council approves returning program income from Green Housing Rehabilitation Program deferred loan repayments to the City's CDBG line of credit or revolving loan fund to be expended on eligible rehabilitation activities and authorizes the City's Community Assistance Manager to execute documents related to the Housing Rehabilitation Program.

**Section 5.** The City Council approves returning all other program income from CDBG-funded activities to the City's CDBG line of credit and reprogramming remaining funds from prior years' funding for CDBG and HOME programs.

**Section 6.** The City Council approves the return of program income from the repayment of Green Housing Rehabilitation Program deferred loans.

**Section 7.** The City Council approves an amendment to the City of Scottsdale Roof Repair and Replacement Program Guidelines to increase the project maximum from \$10,000 to \$15,000.

**Section 8.** Contingent upon the City receiving the necessary CDBG and HOME funds and the organizations' successful performance of their contract obligations, the City Council authorizes and approves FY 2021/22 funding as reflected in Exhibits A and B to this Resolution.

**Section 9.** The City Council authorizes and directs the Mayor to execute CDBG contracts with the organizations identified in Exhibits A and B. These CDBG contracts shall substantially conform to Exhibit C and are subject to and contingent upon the execution of a contract with HUD for FY 2021/22 CDBG funding and the final negotiation of scopes of work and contract terms.

**Section 10.** The City Council authorizes and directs the Mayor to execute HOME contracts with the organization(s) identified in Exhibits A and B. These HOME contracts shall substantially conform to Exhibit D and are subject to and contingent upon the final negotiation of scopes of work and contract terms and upon each organization securing the required 25 percent non-federal source match.



Section 11. If HUD's final funding allocations are different from the amounts estimated in this Resolution and corresponding exhibits, the City Council authorizes the City's Community Assistance Manager to adjust each organization's recommended funding award by the appropriate percentage. The Council further authorizes the City's Community Assistance Manager to execute other documents and take such other actions as are necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF SCOTTSDALE, an Arizona  
municipal corporation

ATTEST:

\_\_\_\_\_  
Ben Lane, City Clerk

\_\_\_\_\_  
David D. Ortega, Mayor

APPROVED AS TO FORM:

  
Sherry R. Scott, City Attorney

By Janis L. Bladine, Senior Assistant City Attorney

**CITY OF SCOTTSDALE  
FUNDING RECOMMENDATIONS FOR FY 2021/22  
CDBG AND HOME FUNDING**

**EXHIBIT A**

Resolution No. 12080  
May 4, 2021

**CITY OF SCOTTSDALE  
FUNDING RECOMMENDATIONS FOR FY 2021/22  
CDBG AND HOME FUNDING**

**CDBG FUNDS**

|   |                  |
|---|------------------|
| Estimated FY 2021/22 Allocation from HUD                    | 1,214,914        |
| Add Program Income Percentage Set Aside for Public Services | 9,430            |
| Add Program Income and Remaining Reprogrammed Funds         | 86,468           |
| <b>Total CDBG Available</b>                                 | <b>1,310,812</b> |

|  |                  |
|--|------------------|
| Public Services                                | 190,022          |
| Housing Activities                             | 786,051          |
| Public Facilities                              | 81,376           |
| Program Administration                         | 242,983          |
| <b>Total CDBG Projects</b>                     | <b>1,300,432</b> |
| <b>Amount to be reprogrammed in FY 2022/23</b> | <b>10,380</b>    |

**HOME FUNDS**

|   |                |
|---|----------------|
| Estimated Net Allocation from HUD through Maricopa Consortium | 344,125        |
| Add Program Income  | 323            |
| <b>Total HOME Available</b>                                   | <b>344,448</b> |

|  |                |
|--|----------------|
| Acquisition of Real Property   | 321,485        |
| Estimated Program Administration (5% of Scottsdale Allocation prior to MCC Admin. fee) | 21,507         |
| <b>Total HOME Projects</b>   | <b>342,992</b> |
| <b>Amount to be reprogrammed in FY 2022/23</b>   | <b>1,456</b>   |

**RECAP OF CDBG PROJECTS TOTALING \$1,310,812**

**CDBG Funds - Public Services: \$190,022**

|  |                |
|--|----------------|
| Big Brothers Big Sisters of Central Arizona, Scottsdale Mentoring                      | 19,250         |
| Chicanos Por La Causa, Inc. - Housing Navigation Services                              | 12,281         |
| Chrysalis Shelter for Victims of Domestic Violence, Victims Services                   | 25,200         |
| Family Promise Greater Phoenix, Emergency Shelter Program, Director of Social Services | 35,970         |
| Florence Crittenton Services of Arizona, Scottsdale Girls Ranch                        | 13,750         |
| Homeward Bound, Integrated Family Services   | 12,908         |
| Phoenix Rescue Mission, Homeless Outreach and Navigation                               | 20,000         |
| Save the Family, Case Coordination for Homeless Families and Adult Services            | 21,600         |
| Scottsdale Presbyterian New Faces Day Relief Center Collaborative                      | 19,063         |
| Scottsdale Training & Rehabilitation Services, Community Based Vocational Services     | 10,000         |
| <b>Total CDBG Public Services</b>  | <b>190,022</b> |

**CDBG Funds - Housing Activities: \$786,051**

|  |                |
|--|----------------|
| City of Scottsdale, Green Housing Rehabilitation Program | 500,000        |
| City of Scottsdale, Roof Repair & Replacement Program    | 90,000         |
| City of Scottsdale, Emergency Home Repair Program        | 196,051        |
| <b>Total CDBG Housing Activities</b>                     | <b>786,051</b> |

**CDBG Funds - Facilities & Public Improvements: \$81,376**

|  |               |
|--|---------------|
| City of Scottsdale Community Assistance Office - Apache Park | 81,376        |
| <b>Total CDBG Public Facilities</b>                          | <b>81,376</b> |

**CDBG Funds - Administration and Planning: \$242,983**

|   |                |
|---|----------------|
| City of Scottsdale, Administration and Planning | 242,983        |
| <b>Total CDBG Administration and Planning</b>   | <b>242,983</b> |

**TOTAL CDBG FUNDS**

**1,300,432**

**RECAP OF HOME PROJECTS TOTALING \$344,448**

**HOME Funds - Acquisition of Real Property: \$321,485**

|  |                |
|--|----------------|
| Affordable Rental Movement (ARM) of Save the Family - Acquisition and Rehabilitation Program | 321,485        |
| <b>Total HOME Acquisition/Rehab</b>  | <b>321,485</b> |

**HOME Funds - Administration and Planning: \$21,507**

|  |               |
|--|---------------|
| City of Scottsdale, HOME Program Administration and Planning | 21,507        |
| <b>Total HOME Administration and Planning</b>                | <b>21,507</b> |

**TOTAL HOME FUNDS**

**342,992**

**CITY OF SCOTTSDALE**

**PROJECTS RECOMMENDED FOR FY 2021/22 FUNDING**

**EXHIBIT B**

**CITY OF SCOTTSDALE  
PROJECTS RECOMMENDED FOR FY 2021/22 FUNDING**

**CDBG FUNDING - \$1,310,812 (\$1,214,914 FY 2021/22 allocation + \$ 95,898 reprogrammed funds and program income for a total of \$1,310,812 available; remaining funds of \$10,380 will be reprogrammed in FY 2022/23 to eligible programs.)**

**PUBLIC SERVICES - \$190,022**

**Big Brothers Big Sisters of Central Arizona (BBBSAZ) - Scottsdale Mentoring Program - \$19,250**

Through the Scottsdale Mentoring program, adult mentors will be provided to approximately 45 children, ages 6-15, of low-income families who can benefit from a caring and supportive relationship.

**Chicanos Por La Causa, Inc- Housing and Navigation Services - \$12,281**

Housing Navigation Services will provide short-term housing case management services to 45 residents/families, who are in danger of homelessness, to help stabilize housing situation and addressing the underlying issues that led to the situation.

**Chrysalis Shelter for Victims of Domestic Violence, Inc- Victim Services - \$25,200**

Funding will provide case management services to 25 victims of domestic abuse and transitional housing.

**Family Promise Greater Phoenix – Emergency Shelter Program- Managing Program Director - \$35,970**

420 homeless adults and children will be provided emergency housing, food, clothing, case management, counseling and resource referrals. Approximately 16,800 shelter bed nights will be provided.

**Florence Crittenton Services of Arizona- Girls Ranch Scottsdale - \$13,750**

Funding will provide transitional housing that includes Residential Group Home for 38 at-risk girls ages 12-18 and their children. Program residents will be provided home-based development, case management to achieve self-sufficiency and medical/dental care. Approximately 3,800 shelter bed nights, 8,600 meals and 1,700 hours of life skill, parenting and health and wellness training will be provided.

**Homeward Bound – Integrated Family Services - \$12,908**

Through the Integrated Family Services program, approximately 5 homeless families (adult and children) will receive transitional housing and comprehensive social services. Approximately 60 case management sessions and employment services sessions will be provided.

**Phoenix Rescue Mission – Homeless Outreach Navigation - \$20,000**

Through the Homeless Outreach and Navigation program, approximately 100 individuals experiencing homelessness will receive case management services to identify the needs and offering the appropriate internal and external services.

**Save the Family Foundation of Arizona (STF) – Case Coordination for Homeless Families and Adult Services - \$21,600**

Through the Case Management and Adult Services Program, approximately 15 homeless families (adults and children) living in the agency's Transitional Living Program will be provided case management and supportive services including parenting skills, financial literacy and workforce development training.

**Scottsdale Presbyterian New Faces Day Relief Center Collaboration – New Faces Partnership Day Relief Center - \$19,063**

Funding will provide day relief services; basic hygienic needs, laundry, shower and food to 120 individual experiencing homelessness.

**Scottsdale Training & Rehabilitation Services, Inc. (STARS) – Community Based Vocational Services - \$10,000**

Through STARS's Employment First Program, job readiness assessment and training will be provided to 10 adults with severe disabilities. Approximately 500 hours of employment services will be provided.

**NON-PUBLIC SERVICES- HOUSING/FACILITY IMPROVEMENTS - \$867,427**

**City of Scottsdale – Green Housing Rehabilitation Program - \$500,000**

The City of Scottsdale Community Assistance Office administers the Green Housing Rehabilitation Program. This funding will provide assistance to 7 low/moderate income eligible, owner-occupied single-family homeowners by repairing and/or replacing items to eliminate structural code violations, address health and safety issues, provide cost-effective energy conservation improvements and upgrading building components to meet property rehabilitation standards, and providing modifications for the disabled and elderly for their homes.

Exhibit B – 2 or 4

**City of Scottsdale – Roof Replacement and Repair Program - \$90,000**

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 up to 10 low/moderate income eligible, owner-occupied single-family homeowners with roof repairs or replacements.

**City of Scottsdale - Emergency Home Repair Program - \$196,051**

The City of Scottsdale Community Assistance Office will administer the Emergency Repair Program. This program will provide 55 low/moderate income eligible, owner occupied single-family homeowners with emergency type repairs required to maintain the safety and habitability of the household.

**City of Scottsdale – Apache Park- \$81,376**

This public facility project will remove the existing 8 par course station and replace with new concrete pads, equipment and signage. In addition, a new shade structure will be installed over the existing playground. Approximately 4,280 low-moderate income persons will be served.

**PROGRAM ADMINISTRATION COSTS - \$242,983**

**Scottsdale Community Assistance Office - Administration and Planning - \$242,983**

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 - \$344,448 (\$344,125 FY 2021/22 allocation + \$ 323 reprogrammed funds and program income for a total of \$344,448 available; remaining funds of \$1,456 will be reprogrammed in FY 2022/23 to eligible programs.)**

**ACQUISITION OF REAL PROPERTY - \$321,485**

**Affordable Rental Movement (ARM) of Save the Family Program – Acquisition and Rehabilitation - \$321,485**

Affordable Rental Movement (ARM) of Save the Family will acquire and rehabilitate one 3-bedroom single-family home within the zip codes 85257, 85258 or 85260 and will be utilized for transitional housing.

Resolution No. 12080  
April 20, 2021

**PROGRAM ADMINISTRATION COSTS - \$21,507**

**City of Scottsdale – Administration and Planning - \$21,507**

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.

EXHIBIT B – 4 or 4



**SUBRECIPIENT AGREEMENT  
CITY OF SCOTTSDALE, ARIZONA  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**EXHIBIT C**

**SUBRECIPIENT AGREEMENT**

**CITY OF SCOTTSDALE, ARIZONA**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

This Agreement ("Agreement") is made and entered into this 1<sup>st</sup> day of July 2021, 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:

**STATEMENT OF WORK:**

In accordance with 24 C.F.R. 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 Dollars and 00/100 (\$XX,XXX)**. This amount constitutes the City's entire participation and obligation in the performance and completion of all work to be performed under this Agreement. Notwithstanding any other provision of this Agreement, failure by Subrecipient to complete the Project or perform or deliver the work, supplies or services required by this Agreement or failure by Subrecipient to submit when due all required reports, documents, proper payment requests and applicable, accurate and complete supporting documentation substantiating the payment requests will result in the withholding of payment 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 Office 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 on a reimbursement basis only and in such amounts and increments as may be approved by the City for various phases of work following submission by Subrecipient of a proper request for payment, including applicable, accurate and complete supporting documentation that substantiates the payment request and that is in accordance with the scope of work and program budget. 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 billing for the contract must be received by the first Friday in July; if it is a holiday, submit the final invoice on the Thursday before.

**PROGRAM INCOME:**

Any program income, as defined in 24 C.F.R. 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 terms and conditions, and as provided in 24 C.F.R. 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. Any program income on hand when the Agreement expires, or received after the Agreement's expiration, shall be paid to the City as required by 24 C.F.R. § 570.503(b)(8).

**RECORD KEEPING AND RETENTION:**

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, all records required by 24 C.F.R. § 570.506 and 24 C.F.R. Part 570 Subpart K which shall include but not be limited to:

a) Records demonstrating that the Subrecipient is and remains a qualified subrecipient for CDBG funds under Housing and Urban Development ("HUD") 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 as required by 24 C.F.R. § 570.502 and 2 C.F.R. § 200.333 as modified by, including source documentation for entities not subject to 2 C.F.R. Part 200; 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:**

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 C.F.R. 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process, under the provisions of 24 C.F.R. 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" or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, 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, and 24 C.F.R. 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 C.F.R. 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 C.F.R. 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 2 C.F.R. Part 200 and 24 C.F.R. § 570.611. In the procurement of supplies, equipment, construction and services by Subrecipient, the conflict of interest provisions in 2 C.F.R. Part 200 shall apply, and Subrecipient shall abide by such provisions. In all cases not governed by 2 C.F.R. Part 200, the provisions of 24 C.F.R. § 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.
17. Complete and provide to the City a completed Exhibit F, listing Subrecipient's designated contract representatives who shall be responsible for Project management, financial reporting, and performance reporting under this Agreement. The designated contract representative(s) having signature authority for Subrecipient shall be indicated on Exhibit F. Subrecipient shall submit a revised Exhibit F to the City within thirty (30) days of any change.

**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 C.F.R. Part 58.
4. Comply with the Certifications applicable to it in Exhibit D, attached.

**TERMINATION:**

In accordance with 2 C.F.R. Part 200, 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 2 C.F.R. § 200.339, 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. The parties shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

#### **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.

#### **FISCAL RESPONSIBILITY:**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the Project outlined in this Agreement. Therefore, should the Project not be completed, be partially completed, or completed at a lower cost than the original budget called for, the amount reimbursed to Subrecipient shall be for only the amount of dollars actually spent by Subrecipient. For any funds received under this Agreement for which expenditure is disallowed, Subrecipient shall reimburse said funds directly to City immediately but not later than fifteen (15) business days, exclusive of weekends and holidays.

#### **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 Office Manager, who at the time of the execution of this Agreement is Irma Hollamby, 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:               | Irma Hollamby   |
| Title:              | Community Assistance Manager  |
| Address:            | Paiute Neighborhood Center<br>6535 E Osborn Rd., Bldg. #8<br>Scottsdale, AZ 85251 |
| City/Town:          |   |
| Phone:              | (480) 312-2309  |
| 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 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.
16. If the City Council does not appropriate funds necessary to fulfill City's obligations under this Agreement, City may terminate this Agreement at the end of the current fiscal period. City agrees to give written notice of termination to Subrecipient at least thirty (30) days before the end of its current fiscal period and will pay to Subrecipient all approved charges incurred through the end of this period.

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: \_\_\_\_\_ DATE: \_\_\_\_\_  
David D. Ortega, Mayor

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ben Lane, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sherry R. Scott, City Attorney  
By: Janis L. Bladine, Senior Assistant City Attorney

REVIEWED BY:

\_\_\_\_\_  
William B. Murphy  
Assistant City Manager

\_\_\_\_\_  
George Woods, Jr.  
Risk Management Director

**CITY OF SCOTTSDALE  
CDBG SUBRECIPIENT AGREEMENT  
EXHIBITS**

- A. Statement of Work
- B. Budget & billing information
- C. Insurance requirements
- D. Certifications
- E. Federal laws & regulations
- F. Subrecipient's Designated Contract Representatives

## EXHIBIT "A"

### STATEMENT OF WORK

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: AZ 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 CDBG Funds requested for this program:

\$ \_\_\_\_\_

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

| Service      | Units of service | # of unduplicated Scottsdale persons or households |
|--------------|------------------|--|
|              |                  |  |
|              |                  |  |
|              |                  |  |
|              |                  |  |
|              |                  |  |
|              |                  |  |
| <b>Total</b> |                  | **   |

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) |                    |
| <b>TOTAL</b>                                      |                    |

**\*\*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, 2022, 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.)

**TOTAL PROGRAM BUDGET SUMMARY**

| <b>CITY OF SCOTTSDALE (COS)</b>              |                           |                      |                                       |                       |
|--|---------------------------|----------------------|---------------------------------------|-----------------------|
| <b>Funding Year: 07/01/2021 – 06/30/2022</b> |                           |                      |                                       |                       |
| <b>Subrecipient Name:</b>                    |                           |                      |                                       |                       |
| <b>Program Name:</b>                         |                           |                      |                                       |                       |
|  | <b>Column (A)</b>         | <b>Column (B)</b>    |                                       | <b>Col. (A) + (B)</b> |
| <b>Revenues</b>                              | <b>City of Scottsdale</b> | <b>Other Sources</b> | <b>Committed - C or Tentative - T</b> | <b>Total</b>          |
| City of Scottsdale CDBG Funding              |                           |                      |                                       |                       |
|  |                           |                      |                                       |                       |
|  |                           |                      |                                       |                       |
|  |                           |                      |                                       |                       |
|  |                           |                      |                                       |                       |
|  |                           |                      |                                       |                       |
|  |                           |                      |                                       |                       |
|  |                           |                      |                                       |                       |
| <b>TOTAL PROGRAM REVENUES</b>                |                           |                      |                                       |                       |
| <b>Expenditures</b>                          |                           |                      |                                       |                       |
| <b>Personnel Services:</b>                   |                           |                      |                                       |                       |
| Salaries                                     |                           |                      |                                       |                       |
| ERE  |                           |                      |                                       |                       |
| <b>Total Personnel Services</b>              |                           |                      |                                       |                       |
| <b>Contracted Services:</b>                  |                           |                      |                                       |                       |
| Professional Services                        |                           |                      |                                       |                       |
| Telephone                                    |                           |                      |                                       |                       |
| Utilities                                    |                           |                      |                                       |                       |
| Rent   |                           |                      |                                       |                       |
| Insurance                                    |                           |                      |                                       |                       |
| Travel/Mileage                               |                           |                      |                                       |                       |
| Other (specify) audit                        |                           |                      |                                       |                       |
| <b>Total Contracted Services</b>             |                           |                      |                                       |                       |
| <b>Supplies &amp; Miscellaneous:</b>         |                           |                      |                                       |                       |
| Office Supplies                              |                           |                      |                                       |                       |
| Building Materials                           |                           |                      |                                       |                       |
| Printing/Duplication                         |                           |                      |                                       |                       |
| Other (specify) other operating              |                           |                      |                                       |                       |
| <b>Total Supplies &amp; Miscellaneous</b>    |                           |                      |                                       |                       |
| <b>TOTAL PROGRAM EXPENSES</b>                |                           |                      |                                       |                       |

**Note: TOTAL PROGRAM REVENUES MUST EQUAL TOTAL PROGRAM EXPENSES.**

**Note 2: Employee related expenses cannot be reimbursed at rates greater than the actual costs.**

**Note 3: Indirect administrative costs will not be reimbursed unless an indirect cost allocation plan has already been approved by an appropriate federal agency and submitted with this application.**

18780686v1

FY 2021/22 Subrecipient Agreement

## **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 to the City on the agency's letterhead, and include the contract number;
- Submitting 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);
- Providing copies of all supporting documents. If the CDBG funds are paying for salaries, please provide: salary and ERE calculations, 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 **15<sup>th</sup> 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 the first Friday in July; if it is a holiday, submit the final invoice on the Thursday before.
- All of the above components must be included in the agency's monthly reimbursement request. City 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, the City 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:**  
Community Assistance Office  
6535 E Osborn Rd., Bldg. 8  
Scottsdale, AZ 85251  
Attn: Community Grant Specialist

**RE:** Community Development Block Grant (CDBG) Agreement # 2021-xxx-COS

**BRIEF DESCRIPTION OF SERVICES PROVIDED:**

**Amount Requested:** \$ \_\_\_\_\_ for the month of \_\_\_\_\_.

**Remit payment to:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Person Authorized to Sign for Agency**

\_\_\_\_\_  
**Print Name and Title**

## City of Scottsdale

### CDBG Program

#### Annual Income Guidelines

**Effective Date: July 1, 2020**

Gross Annual Family Income Qualifications from the Department of Housing and Urban Development

|                             | CDBG/HOME      |                |        |
|-----------------------------|----------------|----------------|--------|
| Household Size<br>(persons) | Table A<br>30% | Table B<br>50% | 80%    |
| 1                           | 16,350         | 27,250         | 43,600 |
| 2                           | 18,700         | 31,150         | 49,800 |
| 3                           | 21,050         | 35,050         | 56,050 |
| 4                           | 23,350         | 38,900         | 62,250 |
| 5                           | 25,250         | 42,050         | 67,250 |
| 6                           | 27,100         | 45,150         | 72,250 |
| 7                           | 29,000         | 48,250         | 77,200 |
| 8                           | 30,850         | 51,350         | 82,200 |

#### 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

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 2021/22 Subrecipient Agreement

Exhibit "B"  
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### City of Scottsdale Performance Report

|                     |                |            |                            |
|---------------------|----------------|------------|----------------------------|
| Report Type:        | Public Service |            |                            |
| Report Time Period: |                |            | Report Time Frame: Monthly |
|                     |                | Start Date | End Date                   |

|             |                      |                               |
|-------------|----------------------|-------------------------------|
| 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 |
|-----------|

## EXHIBIT "C"

### INSURANCE REQUIREMENTS

#### 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

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. Subrecipients whose services include working with, and/or caring for children and/or vulnerable adults, should have their policies specifically endorsed to include coverage for "sexual abuse and molestation. 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: If any vehicle is used in the performance of the Scope of Work that is the subject of this Agreement, the 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.



## **EXHIBIT "D"**

### **CERTIFICATIONS**

#### **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  
SUBRECIPIENT CERTIFICATIONS  
AND  
APPENDIX TO CDBG CERTIFICATIONS**

In accordance with the Housing and Community Development Act of 1974, as amended (the Act), and with 24 C.F.R. § 570.303 of the CDBG 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, 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. It 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. § 2000d *et seq.*) and the Fair Housing Act (42 U.S.C. § 3601-20) and that:
  - (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; and
  - (c) It has developed or is following a City 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's current comprehensive housing affordability strategy (CHAS) which has been approved by HUD and that any housing activities will be consistent with the CHAS;
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 § 570.606(b) and federal implementing regulations; and it is following a residential anti-

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FY 2021/22 Subrecipient Agreement

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displacement and relocation assistance plan as required under section 104(d) of the Act and in § 570.606(c); and it will comply with the relocation requirements of § 570.606(d) governing optional relocation assistance under the Act § 105(a)(11);

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 non-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 Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
12. It will or will continue to establish 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. It will require that each employee to be engaged in the performance of the Project 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. It will notify the City 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. Within 30 calendar days of receiving notice under paragraph 13, with respect to any employee who is convicted, the Subrecipient will:
  - (a) Take 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) Require 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. It will make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 11 through 15; and
- 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 C.F.R. 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).

**EXHIBIT "E"**

**FEDERAL LAWS AND REGULATIONS**

**A. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS**

(a) The Subrecipient shall comply with 2 C.F.R. part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", except that:

- (1) Section 200.305 "Payment" is modified for lump sum drawdown for financing of property rehabilitation activities, in accordance with 24 C.F.R. § 570.513.
- (2) Section 200.306 "Cost sharing or matching" does not apply.
- (3) Section 200.307 "Program income" does not apply, Program income is governed by 24 C.F.R. § 570.504.
- (4) Section 200.308 "Revisions of budget and program plans" does not apply.
- (5) Section 200.311 "Real property" does not apply, except as provided in § 570.200(j). Real property is governed by 24 C.F.R. § 570.505.
- (6) Section 200.313 "Equipment" applies, except that when the equipment is sold, the proceeds shall be program income. Equipment not needed by the Subrecipient for CDBG activities shall be transferred to the City for the CDBG program or shall be retained after compensating the City.
- (7) Section 200.333 "Retention requirements for records" applies except that:
  - a. The retention period for individual CDBG activities shall be the longer of 3 years after the expiration or termination of the Subrecipient agreement under 24 C.F.R. § 470.503, or 3 years after the submission of the annual performance and evaluation report, as prescribed in 24 C.F.R. § 91.520, in which the specific activity is reported on for the final time;
  - b. Records for individual activities subject to the reversion of assets provisions at 24 C.F.R. § 570.503(b)(7) or change of use provisions at 24 C.F.R. § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and
  - c. Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

(8) Section 200.343 "Closeout" applies to closeout of Subrecipients.

**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 C.F.R. 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 VIII 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 the policies of the Fair Housing Act.
3. Section 109 of the Housing and Community Development Act of 1974, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 C.F.R. § 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, or 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 C.F.R. Part 146) and the prohibition against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 (24 C.F.R. 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 C.F.R. 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 HUD 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 be given to low and very low-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 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. 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 24 C.F.R. § 570.603, Labor Standards, of the Regulations published by HUD for CDBGs, the Davis-Bacon Act, as amended, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq) and the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq).

E. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

The Subrecipient agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 C.F.R. § 58.5 insofar as the provisions of such Act apply to activities set forth in the Scope of Work.

F. COMPLIANCE WITH FLOOD DISASTER PROTECTION ACT

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (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 (including rehabilitation).

G. COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to and Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*; 33 U.S.C.1318 relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 and all regulations and guidelines issued thereunder, and the regulations of the Environmental Protection Agency pursuant to 40 C.F.R. Part 50, as amended from time to time.

H. HISTORIC PRESERVATION

This Agreement is subject to and Subrecipient agrees to comply with the requirements of the National Historic Preservation Act of 1966 (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 C.F.R. Part 800. The Subrecipient 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 36 C.F.R. 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 and Subrecipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. § 4151 *et seq.*) and its regulations.

J. LEAD-BASED PAINT

This Agreement is subject to and Subrecipient agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821 *et seq.*), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4851 *et seq.*), and the Lead-Based Paint Regulations (24 C.F.R. Part 35 and 24 C.F.R. § 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, and Subrecipient agrees to comply with and hereby certifies 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 C.F.R. Part 24 and 24 C.F.R. 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 and 24 C.F.R. § 570.606.

M. SECTION 504

*This Agreement is subject to and the Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, 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 CDBG Program.

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

P. AMERICANS WITH DISABILITIES ACT

This Agreement is subject to and Subrecipient agrees to comply with the Americans with Disabilities Act of 1990, as amended.

Q. ELIGIBILITY RESTRICTIONS

This Agreement is subject to and Subrecipient agrees to comply with requirements of 24 C.F.R. § 570.613 pertaining to eligibility restrictions for certain resident aliens.

R. USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

This Agreement is subject to and Subrecipient agrees to comply with requirements of 24 C.F.R. § 570.609 pertaining to debarred, suspended or ineligible contractors or subrecipients.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT "F"**  
**SUBRECIPIENT'S DESIGNATED CONTRACT REPRESENTATIVES**

Communication and details concerning management, financial and performance of this Subrecipient Agreement shall be directed to the following designated contract representatives:

**CEO/President:**      ☐ **Signature Authority**    ☐ **Primary Contact**    ☐ **Insurance Information**

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Direct Phone Number Email Address

**Contract and Billing:**    ☐ **Signature Authority**    ☐ **Primary Contact**    ☐ **Insurance Information**

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Direct Phone Number Email Address

**Performance Reporting:**    ☐ **Signature Authority**    ☐ **Primary Contact**    ☐ **Insurance Information**

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Direct Phone Number Email Address

\* Please indicate which representative has signature authority, is the primary contact, for each section, and is responsible for insurance information.

**FISCAL YEAR 2021/2022 HOME INVESTMENT PARTNERSHIP PROGRAM  
CONDITIONAL SUBRECIPIENT AGREEMENT**

**EXHIBIT D**

**FISCAL YEAR 2021/2022 HOME INVESTMENT PARTNERSHIP PROGRAM CONDITIONAL  
SUBRECIPIENT AGREEMENT**

**CITY OF SCOTTSDALE, ARIZONA  
AND  
[SUBRECIPIENT'S NAME]**

This Agreement (Agreement) is made and entered into this [DAY] day of [MONTH], 2021, by and between [SUBRECIPIENT'S NAME] (Subrecipient, also referenced herein as Agency) and the City of Scottsdale, an Arizona municipal corporation (City), collectively referenced as the Parties and occasionally individually referenced as Party.

**RECITALS**

**WHEREAS**, pursuant to the National Affordable Housing Act, the City through the Maricopa HOME Consortium (Consortium) has received HOME Investment Partnership Program (HOME) funds for Homeowner Occupied Housing Reconstruction to assist families that are in need of home reconstruction because of substantial housing defects;

**WHEREAS**, Subrecipient will provide [DESCRIPTION OF PROJECT];

**WHEREAS**, this Conditional Subrecipient Agreement signifies that Subrecipient has received a preliminary award of HOME funds from the City;

**WHEREAS**, this Conditional Subrecipient Agreement will be amended and its conditional status removed only after requirements of the 2013 HOME Program Final Rule including the prerequisites to commitment are met; and,

**WHEREAS**, no funds will be made available under this Agreement until commitment prerequisites have been met and the Agreement has been amended to remove its conditional status;

**NOW THEREFORE**, the Parties, 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 conditions contained in this Agreement, do hereby agree as follows:

**AGREEMENT TERMS**

**I. AUTHORITY**

1. **Authority**. This Agreement is financed in part through a grant provided to the City by the United States Department of Housing and Urban Development (HUD) under Title II of the National Affordable Housing Act of 1990 (the Federal Act). As provided in the Federal Act, the City through the Consortium has elected to administer the HOME program. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any regulation or law so amended.

**II. SCOPE OF AGREEMENT**

2. **Scope of Agreement**. This Agreement consists of the body and the following exhibits and attachments which by this reference are incorporated as if fully set forth herein:

Exhibit A, Scope of Work  
Exhibit B, Reporting Requirements  
Exhibit C, Indemnification and Insurance Requirements  
Exhibit D, Certifications  
Exhibit E, Subrecipient's Designated Contract Representatives

### **III. SCOPE OF WORK**

3. **Scope of work.** In accordance with 24 C.F.R. Part 92 and the terms and conditions of this Agreement, Subrecipient agrees to complete the [DESCRIPTION OF PROJECT] (Project) described in the attached Exhibit A. Subrecipient shall furnish all labor, materials, services, supervision, tools, equipment, licenses and permits necessary to complete the Project.

### **IV. CONTRACT AMOUNT**

#### **4. Contract amount.**

- 4.1 The City shall provide financial assistance to Subrecipient in an amount not to exceed [FUNDING AMOUNT] dollars (\$AMOUNT) in HOME funds. This amount constitutes the City's entire participation and obligation in the performance and completion of all work to be performed under this Agreement. Notwithstanding any other provision of this Agreement, failure by Subrecipient to complete the Project or perform or deliver the work, supplies, or services required by this Agreement or failure by Subrecipient to submit when due all required reports, documents, proper payment requests, and applicable, accurate, and complete supporting documentation substantiating the payment requests will result in the withholding of payment under this Agreement. Funds will be disbursed for actual eligible costs incurred in connection with this Agreement.
- 4.2 Subrecipient understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the City may terminate or amend this Agreement and will not be obligated to pay Subrecipient.
- 4.3 Subrecipient shall not anticipate future funding from the City beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the City to expend funds beyond the termination of this Agreement.

### **V. METHOD OF PAYMENT**

5. **Method of payment.** Payment shall be made on an eligible cost reimbursement basis only and in such amounts and increments as may be approved by the City for various phases of work following submission by Subrecipient of a proper request for payment, including applicable, accurate and complete supporting documentation that substantiates the payment request and that is in accordance with the scope of work and program budget. 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. The final billing for the contract must be received by the first Friday in July; if it is a holiday, submit the final invoice on the Thursday before.

## **VI. PROGRAM INCOME**

6. **Program income.** All income received from HOME funds shall be considered program income and subject to the requirements set forth in HOME Program regulations. If received by Subrecipient, program income shall be returned to the City in accordance with 24 C.F.R. § 92.503.

## **VII. FISCAL RESPONSIBILITY**

### **7. Fiscal responsibility.**

7.1 It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the Project outlined in this Agreement. Therefore, should the Project not be completed, be partially completed, or completed at a lower cost than the original budget called for, the amount reimbursed to Subrecipient shall be for only the amount of dollars actually spent by Subrecipient. For any funds received under this Agreement for which expenditure is disallowed, Subrecipient shall reimburse said funds directly to City immediately but not later than fifteen (15) business days, exclusive of weekends and holidays.

7.2 Subrecipient acknowledges 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, and 24 C.F.R. 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.

## **VIII. DE-OBLIGATION AND REDUCTION IN FUNDS**

8. **De-obligation and Reduction in Funds.** Upon written notice to Subrecipient, the City may reduce funds from the funding award evidenced by this Agreement, under the following circumstances:

- 8.1 The Subrecipient completes performance under the Scope of Work without using all funds provided by the City under this Agreement;
- 8.2 This Agreement expires and all funds are expended;
- 8.3 The City's original allocation was a loan and the Subrecipient paid the loan;
- 8.4 Cancelled or changed program required under the Scope of Work for reasons other than non-performance;
- 8.5 This Agreement has otherwise been terminated; or
- 8.6 The City determines that the Subrecipient failed to use the funds provided by the City or otherwise fails to perform under this Agreement in compliance with the terms and conditions outlined herein.

## **IX. REPAYMENT OF FUNDS**

9. **Repayment of Funds.** Subrecipient agrees to repay funds provided under this Agreement in compliance the terms of this Agreement or the requirement of applicable laws and



regulations. This repayment obligation extends to but is not limited to questioned costs identified in HUD monitoring or Single Audit and repayments required by HUD for failed projects during the period of affordability for projects financed under this Agreement. The City may specify in writing, the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or alternative terms be accomplished later than one hundred eighty (180) days following the City's written determination of noncompliance.

#### **X. REMAINING FUNDS AT EXPIRATION & REVERSION OF ASSETS**

**10. Remaining Funds at Expiration & Reversion of Assets.** Upon expiration of this Agreement, the Subrecipient shall transfer to the City any unexpended funds advanced to the Subrecipient by the City under this Agreement, any HOME funds on hand at the time of expiration, and any accounts receivable attributable to the use of HOME funds. Unexpended funds must be de-obligated and returned to the City for reallocation. A written letter to de-obligate funds will be sent to the Subrecipient from the City a minimum of ninety (90) days prior to termination of the Agreement.

#### **XI. REAL PROPERTY ACQUIRED OR IMPROVED WITH HOME FUNDS.**

**11. Real Property Acquired or Improved with HOME Funds.** Upon expiration of this Agreement, any real property under the Subrecipient's control that was acquired or improved in whole or in part with HOME funds must be occupied by low-and/or very low-income households, be in compliance with HOME occupancy limits, and meet the requirements to qualify as affordable housing subject to encumbrances and obligations described in any applicable recorded covenants running with the land. The option to use deed restrictions or covenants running with the land must include the period of affordability set forth in 24 C.F.R. §§ 92.252 and 92.254.

#### **XII. RECOGNITION**

**12. Recognition.** Subrecipient shall acknowledge the contributions of the City of Scottsdale HOME Program in all published literature, brochures, programs, fliers, etc., during the term of this Agreement. Compliance shall be enforced by periodic site reviews.

#### **XIII. TERM**

**13. Term.** The term of this Agreement is two (2) years beginning as of the date of this Agreement, first written above. The term may be extended by written mutual consent of the Community Assistance Office 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 HOME program funds or other assets, including program income.

#### **XIV. TIME OF PERFORMANCE**

**14. Time of performance.** The period of performance for all activities assisted by this Agreement shall commence on the contract date of [DATE] (Commencement Date) and shall be complete on [DATE](Completion Date), except those activities required for closeout.

#### **XV. INDEPENDENT CONTRACTOR**

**15. 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.

#### **XVI. SUBCONTRACTING**

##### **16. Subcontracting.**

- 16.1 With any contractor or subcontractor (subcontractor), Subrecipient must have a contract that complies with 24 C.F.R. § 92.504(c). 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.
- 16.2 Subrecipient shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of part or the entire program being assisted under this grant.
- 16.3 Subrecipient shall require any third party to comply with all lawful requirements necessary to ensure that the Project is carried out in accordance with this Agreement.

#### **XVII. SUBRECIPIENT OBLIGATIONS**

##### **17. Subrecipient obligations:** The Subrecipient agrees to comply with the following obligations:

- 17.1 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.
- 17.2 A certified Housing Quality Standards (HQS) inspector will perform all initial, annual, periodic, and/or special unit inspections. Inspections shall be in accordance with the guidelines provided in 24 C.F.R. § 982.401.
- 17.3 Subrecipient shall adhere to the uniform administrative requirements of 24 C.F.R. § 92.505.
- 17.4 Comply with the requirements and standards of 2 C.F.R. § 200 *et seq.* as applicable, including establishing and/or maintaining compliant accounting systems. Such systems will be subject to monitoring from time to time by the City or by HUD.
- 17.5 Comply with the indemnification and insurance requirements set forth in Exhibit C and provide insurance and evidence of insurance as indicated in Exhibit C.
- 17.6 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.

- 17.7 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 C.F.R. Part 570 and the Special Conditions for activities assisted pursuant to Title I of the Community Development Act of 1974.
- 17.8 Reporting. Prepare and submit to the City, regular reports relating to the performance of this Agreement, in the form, with the content, and at the times required by the City and as reflected in Exhibit B or as the City may amend.
- 17.9 Comply with the Certifications applicable to it, including Section 319 of Public Law 101-121, and execute all applicable documents in Exhibit D.
- 17.10 Conflict of Interest.
  - 17.10.1 In the procurement of supplies, equipment, construction, and services by Subrecipient and sub-grantees, the conflict of interest provisions of OMB Circular A-110 and 24 C.F.R. § 85.36, respectively, shall apply. In all cases not governed by the provisions of said circular and regulation, the provisions of 24 C.F.R. § 92.356(b) shall apply.
  - 17.10.2 No member of the governing body, officers, or employees of the Subrecipient, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
  - 17.10.3 Subrecipient shall incorporate, or cause to be incorporated in all third-party agreements, a provision prohibiting such interest pursuant to the purpose of this Section. Subrecipient shall not employ, nor shall permit any third party to employ, any employee that would constitute a conflict of interest.

#### **XVIII. CITY OBLIGATIONS**

- 18. City Obligations: The City agrees to comply with the following obligations:
  - 18.1 Disburse funds in a timely manner as described in this Agreement.
  - 18.2 Provide reasonable technical assistance to the Subrecipient to comply with applicable federal guidelines governing the use of HOME funds.
  - 18.3 Complete all environmental review requirements as described in 24 C.F.R. Part 58.
  - 18.4 Comply with the Certifications applicable to it in the attached Exhibit D.

#### **XIX. AMENDMENT**

- 19. Amendment.
  - 19.1 The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in

writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Subrecipient from its obligations under this Agreement. The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available-funding amounts, or for other reasons. *If such amendments result in a change in the funding, the scope of services; or the schedule of the activities to be undertaken as part of this Agreement, or any other obligations of Subrecipient, such modifications will be incorporated only by written amendment signed by both the City and Subrecipient.*

- 19.2 This Conditional Subrecipient Agreement signifies that Subrecipient has received a preliminary award of HOME funds from the City. An amendment or amendments to this Agreement will be executed as an individual address is or addresses are identified for participation in Subrecipient's Project. Funds will not be made available under this Agreement until this Agreement is amended to indicate an individual address(es) identified for reconstruction by Subrecipient. The City's Community Services Director is authorized to execute an amendment(s) to this Agreement to remove or alter the Agreement's conditional status upon address(es) identification. Funds will be considered to be committed to Subrecipient and the conditional status of this Agreement removed only after the requirements of the 2013 HOME Program Final Rule are met under the definition of "commitment" which includes: all funding necessary for the project is secured, a budget and schedule are established, underwriting and subsidy layering is completed, construction is scheduled to begin within twelve months, individual addresses for acquisition are identified, and an environmental review is completed and approved.

## **XX. FAILURE TO MAKE PROGRESS**

### **20. Failure to make progress.**

- 20.1 Failure of Subrecipient to make progress according to the Scope of Work may result in Agreement termination, de-obligation of funds, or recapture of funds.
- 20.2 The City will terminate any Agreement and recapture funds from the same Agreement for which Subrecipient does not timely perform the activities described above or in the milestones in the Scope of Work. The City in its sole discretion may forego providing technical assistance and recapture funds as outlined in this Agreement and/or terminate the Agreement for cause.
- 20.3 In the event that the Project is not completed within two years from the date that the City executes this Agreement, Subrecipient must repay the HOME funds unless Subrecipient requests and the City grants an amendment to the Agreement prior to ninety days of Agreement expiration.

## **XXI. TERMINATION OR SUSPENSION**

### **21. Termination or suspension.**

- 21.1 In accordance with 2 C.F.R. 200 *et seq.*, the City may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement or

if Subrecipient fails to maintain a good faith effort to carry out the purpose of this Agreement. Reasons for suspending or terminating this Agreement may include but are not limited to:

- 21.1.1 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;
  - 21.1.2 Failure, for any reason, of the Subrecipient to fulfill its obligations under this Agreement, in a timely and proper manner;
  - 21.1.3 Ineffective or improper use of funds provided under this Agreement; or
  - 21.1.4 Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material aspect.
- 21.2 In accordance with 2 C.F.R. § 200 *et seq.*, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or part, by setting forth in writing the 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.

## **XXII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

### **22. Non-discrimination and Equal Opportunity.**

- 22.1 Subrecipient, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. Subrecipient shall include this clause in all of its Subcontracts.
- 22.2 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 ensure 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.
- 22.3 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.

- 22.4 Subrecipient agrees to comply with all the requirements relating to fair employment practices, to the extent applicable and shall cause the foregoing provision to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties. Subrecipient will conduct and administer the grant in conformity with 24 C.F.R. § 92.350.
- 22.5 Subrecipient shall, to the extent such provisions apply, comply with Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and Arizona Executive Order 99-4, which mandates that all persons shall have equal access to employment opportunities.

**XXIII. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS**

**23. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.**

- 23.1 The Parties agree that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Subrecipient employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;
- 23.2 Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Subrecipient and copies provided to City upon request; and
- 23.3 Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

**XXIV. IMMIGRATION LAW COMPLIANCE**

**24. Immigration law compliance.**

- 24.1 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).
- 24.2 A breach of this warranty by 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 E-Verify Program may be considered a material breach of this Agreement by the City.

- 24.3 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.
- 24.4 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.
- 24.5 The provisions of this section must be included in any contract the Subrecipient enters into with any and all of its service providers under this Agreement or any subcontract.

#### **XXV. DRUG-FREE WORKPLACE ACT**

**25. Drug-Free Workplace Act.** Subrecipient agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701 *et seq.*) which requires that Subrecipient and grantees of federal funds must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

#### **XXVI. ADMINISTRATIVE REQUIREMENTS**

**26. Administrative requirements.** In accordance with federal regulations including 24 C.F.R. § 92 *et seq.*, the City is responsible for ensuring the administration of HOME Program Funds in accordance with all program requirements.

- 26.1 Financial Records. Subrecipient's accounting system and financial records shall comply with the applicable requirements and standards of 2 C.F.R. 200 *et seq.* Such Systems shall be subject to monitoring from time to time by the City, County, or HUD.
  - 26.1.1 Subrecipient agrees to adhere to accounting principles and procedures, to utilize adequate internal controls and maintain necessary source documentation for all costs incurred. Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting including calculation of program income.
  - 26.1.2 Subrecipient is to adhere to applicable audit requirements as described and in accordance with 2 C.F.R. 200 *et seq.* In addition, Subrecipient must provide annual single-audit reports or annual audited financial statements to the City.
  - 26.1.3 Subrecipient is to adhere to the repayment of investment requirements set forth in 24 C.F.R. § 92.503. Any HOME Funds invested in housing that

does not meet the affordability requirements required by the City (5 years), must be repaid in accordance with 24 C.F.R. § 92.503(b)(3).

26.2 Documentation and Record Keeping.

26.2.1 Records to be maintained. Subrecipient shall maintain all records required by the Federal regulations specified in 24 C.F.R. § 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to records:

- 26.2.1.1 Demonstrating that Subrecipient is and remains a qualified Subrecipient;
- 26.2.1.2 Providing a full description of each project undertaken and its impact;
- 26.2.1.3 Required to determine the eligibility of activities;
- 26.2.1.4 Demonstrating compliance with environmental review requirements;
- 26.2.1.5 Required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance (properties retained shall continue to meet eligibility criteria);
- 26.2.1.6 Demonstrating citizen participation;
- 26.2.1.7 Demonstrating compliance regarding acquisitions, displacement, relocation and replacement housing;
- 26.2.1.8 Demonstrating continuing compliance for all activities and/or compliance with resale or recapture provisions of the affordability standards;
- 26.2.1.9 Documenting compliance with the fair housing and equal opportunity components of the HOME program
- 26.2.1.10 Financial records as required by 24 C.F.R. Part 570.502, 2 C.F.R. 200 *et seq.*, and OMB Circulars
- 26.2.1.11 Other records necessary to document compliance with HOME requirements;
- 26.2.1.12 Documenting compliance with Section 3 of the Housing Development Act of 1968;
- 26.2.1.13 Demonstrating compliance with deeds of trust, promissory notes, and forgivable loans associated with owner-occupied housing activities;



26.2.1.14 Supporting that Subrecipient has maintained client data demonstrating clients served meet the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of low-income persons or groups and that no conflict of interest exists.

26.2.1.15 As necessary to demonstrate compliance with applicable federal, state, and local laws and regulations including compliance with A.R.S. § 1-501 and § 1-502.

26.2.2 Outcome measures. Subrecipient shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Scope of Work.

26.2.3 Disclosure. Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited unless written consent is obtained from the person receiving service. Subrecipient shall include a clause to this effect in all subcontracts.

26.3 Retention and Access.

26.3.1 Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of six (6) years after termination of all activities funded under this Agreement or after the resolution of all federal audit finds, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for six (6) years after final disposition of such property. Records for any displaced person must be kept for six (6) years after he/she has received final payment.

26.3.2 Subrecipient shall establish and maintain sufficient records for a minimum of six years to enable the City to determine whether Subrecipient has met the requirements of the HOME Program. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with 24 C.F.R. § 85.42 and § 92.508.

26.3.3 Authorized representatives of the City, Maricopa County HOME Consortium, HUD, the Inspector General of the United States, or the U.S. General Accounting office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, Subrecipient pertaining to the administration of these grants and receipt of assistance under the HOME Program as may be necessary to make audits, examinations, excerpts, and transcripts.

26.4 Grievance Procedure. Subrecipient shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of Subrecipient work under this

Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the Department if the grievance is not satisfied at the Subrecipient's level.

## **XXVII. PROCUREMENT**

### **27. Procurement.**

27.1 Equipment. If Subrecipient is other than a public agency, Subrecipient shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost pursuant to the following competitive bidding system:

27.1.1 Procurements in excess of \$300 but less than \$1,000 require oral price quotations from two or more vendors. Subrecipient shall keep and maintain a record of the vendors' verbal quotations. Subrecipient's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

27.1.2 Procurements exceeding an aggregate amount of \$1,000 must be approved by the Contract Administrator. At least three (3) bidders shall be solicited to submit written quotations. Subrecipient shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

27.2 Supplies. If Subrecipient is other than a public agency, Subrecipient shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and pursuant to a system of written quotes whenever the price is expected to be greater than \$300, unless Subrecipient obtains the Contract Administrator's prior written approval to purchase supplies by an alternate method.

27.3 If Subrecipient is a public agency, Subrecipient's own bidding procedures shall govern.

27.4 Minority, Women, and Small Business Enterprises. Subrecipient shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

27.5 Subrecipient shall use established procurement procedures which reflect applicable Federal, State, and local law and regulations (24 C.F.R. §§ 84.40-84.48).

27.6 These standards do not relieve Subrecipient of any contractual responsibilities under its contracts. Subrecipient is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurement processes in

connection to this grant. These include but are not limited to source evaluation, protests, disputes, and claims.

## **XXVIII. AUDIT AND INSPECTION**

### **28. Audit and Inspection.**

- 28.1 On-site visits for compliance monitoring may be made by the City at any time during Subrecipient's normal business hours, announced or unannounced. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the City or grantor agency deems necessary for inspection and copying. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by Subrecipient. Failure of Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in withholding of future payments. Subrecipient hereby agrees to have an annual audit conducted in accordance with current City policy concerning Subrecipient audits. The annual audit requirement is applicable to all levels of funding received by Subrecipient through this Agreement even if the level of funding is less than the current thresholds cited in 2 C.F.R. § 200.501.
- 28.2 Subrecipients are required to submit one copy of the fiscal year audit report covering the program. The audit reports shall be sent to the City within 30 days after audit completion, but no later than one-hundred eighty (180) days after the end of the audit period unless agreed to by the City.

## **XXIX. ENVIRONMENTAL CONDITIONS**

### **29. Environmental Conditions.**

- 29.1 Subrecipient agrees to comply with: the National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 C.F.R. Parts 1500-1508; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities pursuant thereto Title 24 C.F.R. Part 58, Subpart A; CPD Notice 01-11 HOME Environmental Review Requirements and with all conditions required in the process of the environmental assessment. Subrecipient agrees that no ground-disturbance activity or construction will occur prior to receiving a site, address-specific environmental clearance provided by the City to Subrecipient.
- 29.2 An option agreement to purchase land or a single-family residence on a proposed site or property is allowable prior to completion of the environmental review if the option agreement is contingent upon HUD authorization to use funds based on ERR completion. The cost of the option must be a nominal portion of the purchase price.
- 29.3 Air and Water. Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act, 42 U.S.C. § 7401, et seq., as amended; Federal Water Pollution Control Act, as amended, 33 U.S.C. § 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; and Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.

Subrecipient agrees to comply with conditions set forth by the Air Quality Department or other County agency, as required.

- 29.4 Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001), Subrecipient 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. The homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.
- 29.5 Historic Preservation. Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470) and the procedures set forth in 36 C.F.R. 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 is listed or eligible for the National Register of Historic places or included on any state or local historic property inventory or any archaeological findings.
- 29.6 Release of Funds (ROF). No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate ERR and ROF shall rest with the City. It is the responsibility of Subrecipient to notify the City and to refrain from making any commitments and expenditures on a site until an ROF has been issued by the City. Failure to meet these conditions will mean that requested funds will not be disbursed.
- 29.7 Lead-Based Paint.
- 29.7.1 Subrecipient will adhere to lead-based paint program requirements for all units. This requirement applies to tenants requesting security/utility deposits as well as to those applying for rental assistance coupons. During initial and periodic inspections, an inspector acting on behalf of Subrecipient and trained in visual assessment for deteriorated paint surfaces in accordance with procedures established by HUD shall conduct a visual assessment of all painted surfaces in order to identify any deteriorated paint (24 C.F.R. Part 35.1215(a)(1)). The visual assessment must take place as part of the initial and periodic inspections required by HUD (24 C.F.R. Part 35, Sec. 92.209(i)). TBRA funding cannot be provided until the unit passes the lead-based paint visual inspection.

29.7.2 If assisted occupancy has commenced prior to an annual or periodic inspection, and the visual inspection reveals deteriorated lead-based paint, the owner shall stabilize each deteriorated paint surface in accordance with 24 C.F.R. Part 35.1330(a) and (b). Such paint stabilization must be completed within 30 days of notification to the owner of the results of the visual assessment. Depending upon the scope of the work undertaken to stabilize the paint, and if necessary, the owner at his/her expense, is responsible for relocating the tenants to a comparable, safe, and sanitary dwelling free of lead-based paint while the work is taking place. Paint stabilization is considered complete when clearance is achieved in accordance with 24 C.F.R. Part 35.1340. The owner shall provide a notice to occupants in accordance with 24 C.F.R. § 35.125(b)(1) and (c) describing the results of the clearance examination.

29.7.3 Subrecipient will provide lead-based paint disclosure information to all tenants and landlords. Optional blood level verification forms will be provided to tenants with children under age 6 who have selected units that were constructed prior to 1978. Addresses of tenants with children under age 6 living in pre-1978 structures will be provided to the local health department quarterly. Refer to 24 C.F.R. § 35.1225.

**XXX. DEBARMENT, SUSPENSION, AND VOLUNTARY EXCLUSION**

**30. Debarment, Suspension, and Voluntary Exclusion.**

30.1 Upon execution of this Agreement, Subrecipient certifies to the best of its knowledge and belief that it and its principals:

30.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

30.1.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

30.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this section; and

30.1.4 Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

30.2 Subrecipient further certifies that it shall immediately notify the City if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation, and that it shall not enter into a

subcontract with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The City may pursue available remedies in the event of such occurrence(s) including immediate termination of this Agreement.

- 30.3 Subrecipient shall include without modification this Certification's language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," with all sub-grantees in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. Part 76.
- 30.4 Should Subrecipient be unable to provide this Certification, an explanation as to why shall be immediately provided to the City's Contract Administrator.

### **XXXI. PROGRAM CLOSEOUT**

**31. Program Closeout.** Program Closeout is the process by which the City determines that all applicable actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from City monitoring visits must be cleared prior to closeout. Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City, and determining the custodianship of records.

### **XXXII. PROHIBITED ACTIVITIES**

#### **32. Prohibited Activities.**

- 32.1 Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program, for political activities, sectarian, or religious activities, political patronage, and nepotism activities.
- 32.2 Subrecipient agrees that none of its costs will include any expense for any religious activity.
- 32.3 Lobbying.

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

- 32.3.1 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 any federal contract, grant, loan or cooperative agreement, Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

- 32.4 Covenant against contingent fees. Subrecipient warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the City may immediately terminate this Agreement without liability.

### **XXXIII. MISCELLANEOUS**

#### **33. Miscellaneous.**

- 33.1 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 HUD pursuant to the HOME 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 HOME regulations, and/or the terms of the agreement between the City and HUD. Notwithstanding any other provisions of this Agreement, any payment to Subrecipient by the City under this Agreement is contingent upon the City's actual receipt of funds from HUD.
- 33.2 The Parties hereto understand, acknowledge, and agree that each Party may cancel this Agreement pursuant to A.R.S. § 38-511.
- 33.3 Any dispute not disposed of by mutual agreement of the Parties shall be decided in accordance with the applicable Arizona laws.
- 33.4 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.
- 33.5 The Subrecipient shall not assign, or transfer, any interest in this Agreement without the prior written consent of the City.
- 33.6 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.
- 33.7 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.
- 33.8 City's failure to act with respect to a breach by Subrecipient does not waive the City's right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

- 33.9 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 and that the individual(s) signing this Agreement on each Party's behalf is/are authorized by each respective Party to do so.
- 33.10 Availability of funds. This section will control despite any provision of this Agreement or any exhibit or other agreement or document related to this Agreement. In the event funds necessary to fulfill the City's obligations under this Agreement are not appropriated by the Scottsdale City Council, the City may terminate this Agreement by giving notice to Licensee. City agrees to use its best efforts to give notice of such termination to Licensee at least fourteen (14) days prior to the end of the City's then-current fiscal period. Termination in accordance with this provision will not constitute a breach of this Agreement by City. No person will be entitled to any compensation, damages or other remedy from City if this Agreement is terminated pursuant to the terms of this section.
- 33.11 Subrecipient shall work in conjunction with the City who works with Maricopa County to enter the information into Integrated Disbursement Information System (IDIS) to prepare project set-up information for IDIS purposes.

#### **XXXIV. NOTICES AND CONTRACT ADMINISTRATORS**

**34. Notices and Contract Administrators.** Notices, communication, and details concerning this Agreement shall be directed to the Parties' Contract Administrators.

- 34.1 City Contract Administrator. Subsequent to the execution of this Agreement, the Community Assistance Office Manager, who at the time of the execution of this Agreement is Irma Hollamby, shall represent the City in the administration of this Agreement and shall be the City's Contract Administrator. Subrecipient shall send all written communications to the City's Contract Administrator as indicated below:

Irma Hollamby, City of Scottsdale Community Assistance Office Manager  
6535 E. Osborn Road  
Building 8, PNC-CDBG8  
Scottsdale, AZ 85251  
480.312.2479

- 34.2 Subrecipient Contract Administrator. Subrecipient shall complete and provide to the City a completed Exhibit E listing Subrecipient's Contract Administrator(s) who shall be responsible for Project management, financial reporting, and performance reporting under this Agreement. The designated contract representative(s) having signature authority for Subrecipient shall be indicated on Exhibit E. Subrecipient shall submit a revised Exhibit E to the City within thirty (30) days of any change.

IN WITNESS WHEREOF, the Parties 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: \_\_\_\_\_

18780819v2

FY2021/2022 HOME Subrecipient Agreement



ITS: \_\_\_\_\_

TAX ID #: \_\_\_\_\_

CITY OF SCOTTSDALE,  
an Arizona municipal corporation

BY: \_\_\_\_\_  
David D. Ortega, Mayor

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Ben Lane, City Clerk

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Sherry R. Scott, City Attorney  
By: Janis L. Bladine, Senior Assistant City Attorney

DATE: \_\_\_\_\_

REVIEWED BY:

\_\_\_\_\_  
William B. Murphy  
Assistance City Manager

DATE: \_\_\_\_\_

\_\_\_\_\_  
George Woods, Jr.  
Risk Management Director

DATE: \_\_\_\_\_

**CITY OF SCOTTSDALE  
HOME CONDITIONAL SUBRECIPIENT AGREEMENT  
EXHIBITS**

- A. Scope of work
- B. Reporting requirements
- C. Indemnification and insurance requirements
- D. Certification
- E. Subrecipient's Designated Contract Representatives

## EXHIBIT "A"

### SCOPE OF WORK

#### MARICOPA COUNTY HOME Investment Partnerships Program FY 2021-2022

DUNS #: 939472213

Consortium Member: Scottsdale, Arizona

Program Year: FY 2021-2022

Project:

FY 2021-2022 HOME Funds:

Type of Property:

#### A. DETAILED SCOPE OF WORK:

Include the following-

1. Consolidated Plan goals as it relates to this activity, include the priority rating i.e. High, Low
2. Type of assistance/activity to be provided with HOME funds:
3. Methods and instruments used for ensuring affordability:
4. Anticipated use of program income/project proceeds:

#### B. OBJECTIVES AND OUTCOMES

|                           | OUTCOMES  |  |  |
|---------------------------|---|--|--|
|                           | AVAILABILITY/<br>ACCESSIBILITY  | AFFORDABILITY  | SUSTAINABILITY   |
| <b>DECENT<br/>HOUSING</b> | Single Family<br>Housing Rehab and<br>Emergency Rehab,<br>Homebuyer<br>Assistance | Homebuyer Activities,<br>Acquisition/Rehab of rental housing,<br>Acquisition/New Construction of rental<br>housing, Preservation of existing public<br>housing units and TBRA, Expansion of<br>assisted rental units in the private<br>marketplace | Housing Activities in a<br>targeted revitalization<br>area |

#### C. LOGIC MODEL: PERFORMANCE INDICATORS:

18780819v2

FY2021/22 HOME Subrecipient Agreement

| <b>INPUTS/RESOURCES</b><br>In order to accomplish proposed activities, the subrecipient will need the following: | <b>ACTIVITIES</b><br>In order to address the issue, the subrecipient will conduct the following activities: | <b>OUTPUTS</b><br>Once completed, these activities will produce the following: | <b>OUTCOMES</b><br>When completed, these activities will lead to the following changes: | <b>IMPACT</b><br>Long term changes: |
|--|---|--|---|-------------------------------------|
|  |   |  |   |                                     |

**D. PROPOSED BENEFICIARIES:**

| <b>Targeted Population by Income Level</b> | <b>Number of Households</b> | <b>Total Number of Units</b> | <b>Number of HOME Assisted Units in program (if rental)</b> |
|--|-----------------------------|------------------------------|---|
| Households at or below 50%                 |                             |                              |   |
| Households at or below 60%                 |                             |                              |   |
| Households at or below 80%                 |                             |                              |   |
| <b>TOTAL</b>                               |                             |                              |   |

**E. PRIORITY POPULATIONS:**

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

| <b>Priority Populations</b>          | <b>No. of Units</b> |
|--------------------------------------|---------------------|
| Elderly                              |                     |
| Physically Disabled                  |                     |
| Other Priority Populations: Veterans |                     |

**F. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:**

| <b>MILESTONES</b>                      | <b>START DATE</b> | <b>COMPLETION DATE</b> |
|--|-------------------|------------------------|
| HOME Contract approved by City Council |                   |                        |
| Market Study                           |                   |                        |
| Underwriting                           |                   |                        |
| Secure Financing                       |                   |                        |
| Environmental Review                   |                   |                        |

|   |  |  |
|---|--|--|
|   |  |  |
| Obtain Site Control<br>Properties 1   |  |  |
| RFQ Issued<br>Properties 1  |  |  |
| Developer Selected and Signed Development Contract                          |  |  |
| Home Set up Report to County<br>Properties 1                                |  |  |
| Acquisition and/or Rehab and/or Construction to<br>commence<br>Properties 1 |  |  |
| Rehab complete or Certificate of Occupancy<br>Properties 1                  |  |  |
| Unit Occupied by Low/Moderate Income<br>Person/Family<br>Properties 1       |  |  |
| Completion Report submitted to City   |  |  |

**Any change to the Timeline will need to be submitted to and approved by Maricopa County.**

**G. ACTIVITY BUDGET SUMMARY:**

| <b>ACTIVITIES</b>  | <b>HOME FUNDS<br/>FY 2021-2022</b> | <b>Additional Sources*<br/>(defined in<br/>Table H.)</b> | <b>TOTAL<br/>COST</b> |
|--|------------------------------------|--|-----------------------|
| <b>ACQUISITION</b>                                       |                                    |  |                       |
| Land   |                                    |  |                       |
| Buildings  |                                    |  |                       |
| Closing Costs  |                                    |  |                       |
| Legal Fees   |                                    |  |                       |
| TOTAL  |                                    |  |                       |
| <b>SITE &amp; DEMOLITION</b>                             |                                    |  |                       |
| Site Work  |                                    |  |                       |
| Demolition/G&D/Pad<br>Prep/Abatement                     |                                    |  |                       |
| TOTAL  |                                    |  |                       |
| <b>NEW CONSTRUCTION or REHAB</b>                         |                                    |  |                       |
| Construction Costs-Materials                             |                                    |  |                       |
| Builder Overhead   |                                    |  |                       |
| Builder Profit   |                                    |  |                       |
| General Requirements                                     |                                    |  |                       |
| Consultant/Specialist                                    |                                    |  |                       |
| Permits & Fees   |                                    |  |                       |
| Construction Contingency                                 |                                    |  |                       |
| Sales Tax  |                                    |  |                       |
| Other-Infrastructure                                     |                                    |  |                       |
| TOTAL  |                                    |  |                       |
| <b>ARCHITECTURAL FEES</b>                                |                                    |  |                       |
| Design   |                                    |  |                       |
| Supervision  |                                    |  |                       |
| Other – Enviro Clearance                                 |                                    |  |                       |
| TOTAL  |                                    |  |                       |
| <b>CONSTRUCTION INTEREST &amp; FEES &amp; LEGAL FEES</b> |                                    |  |                       |
| Construction Interest                                    |                                    |  |                       |
| Bond Premium   |                                    |  |                       |
| Title & recording  |                                    |  |                       |
| Insurance  |                                    |  |                       |
| Legal Fees   |                                    |  |                       |
| Other - Relocation                                       |                                    |  |                       |
| TOTAL  |                                    |  |                       |
| <b>ADMINISTRATION COSTS</b>                              |                                    |  |                       |
| Program Delivery   |                                    |  |                       |
| Administration   |                                    |  |                       |
| Volunteer Labor  |                                    |  |                       |
| <b>GRAND TOTAL</b>                                       |                                    |  |                       |

**H. SOURCE AND AMOUNT OF OTHER RESOURCES:**

| <b>FUNDING AGENCY</b>          | <b>CASH AMOUNT</b> | <b>VOLUNTEER/<br/>IN-KIND AMOUNT</b> |
|--------------------------------|--------------------|--------------------------------------|
| Home Sponsorship Donations     |                    |                                      |
| Land Value Credit to Homebuyer |                    |                                      |
| Volunteer Labor                |                    |                                      |
| <b>TOTALS</b>                  |                    |                                      |

**I. MATCH:**

IDENTIFY MATCH SOURCES AND AMOUNTS THAT HAVE BEEN COMMITTED TO THE PROJECT:

Match commitment must equal 25% of the HOME funds requested.

Documentation is due at the time of request for payment(s).

Match Logs must be submitted annually by June 30<sup>th</sup> of each year.

| <b>TYPE</b>   | <b>SOURCE/FUNDING<br/>AGENCY</b> | <b>TOTAL</b> |
|---|----------------------------------|--------------|
| Cash or cash equivalents from a non-federal source                      |                                  |              |
| Value of waived taxes, fees or charges associated with HOME projects    |                                  |              |
| Value of donated land or real property                                  |                                  |              |
| Cost of infrastructure improvements associated with HOME projects       |                                  |              |
| Percentage of proceeds from single- or multi-family state housing bonds |                                  |              |
| Value of donated materials, equipment, labor and professional services  |                                  |              |
| Sweat equity  |                                  |              |
| <b>TOTALS</b>   |                                  |              |

## **EXHIBIT "B"**

### **REPORTING REQUIREMENTS**

**The Subrecipient shall comply with the following reporting requirements:**

**1.0 Agreement Performance Reports** are due on the 10<sup>th</sup> of July, October, January, and April of the preceding three months (i.e., July report covers the months of April, May, and June) in the form required by the City. The Agreement Performance Report shall address all programs described in the Work Statement. The failure to submit a timely Agreement Performance Report will result in suspension of payment reimbursement requests until all reports are brought current. Agreement Progress Reports are continually due for rental projects to ensure that all beneficiary data is regularly updated with beneficiary information during lease-up along with vacant unit reports. Within six months from the date of project completion, if a rental unit remains unoccupied, the Subrecipient must provide the City with information about current marketing efforts and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible. Within eighteen (18) months from the date of project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible tenant, HUD will require repayment of all HOME funds invested in the unit. A unit that has not served a low- or very low-income household has not met the purposes of the HOME program. Therefore, the costs associated with the unit are ineligible. This tracking provides the City with early notice of any units at risk of going unrented as described in 24 C.F.R. § 92.252.

**2.0 Monthly Requests for Reimbursement.** Within thirty (30) days of submitting a HOME Setup Report and monthly thereafter until the project is completed, Subrecipient must submit the following:

**2.1** A completed Request for Reimbursement in the form attached and including all supporting documentation which shall be sufficient to demonstrate the amount and purpose of the expenditures and compliance with federal HOME requirements ("supporting documentation");

**2.2** A completed HOME Funds Match Certification in the form attached and including all supporting documentation; and,

**2.3** A completed Program Income and Recaptured Funds Received and Used Report in the form attached and including all supporting documentation.

**3.0 HOME Setup Reports** are due within one (1) year from the date this Agreement is fully executed. According to 24 C.F.R. § 92.250(b), before Setup Reports are submitted, the Subrecipient must evaluate the project in accordance with the guidelines it has adopted for determining a reasonable level of profit or return on owner's or developer's investment in a project and must not commit or invest any more HOME funds, alone or in combination with other governmental assistance, than is necessary to provide quality affordable housing that is financially viable for a reasonable period (at a minimum, the period of affordability in 24 C.F.R. § 92.252 and § 92.254) and that will not provide a profit or return on the owner's or developer's investment that exceeds the Subrecipient's established standards for the size, type, and complexity of the project.



**4.0 HOME Completion Reports** are due no later than forty-five (45) days of final payment requests. HOME Completion Reports must include all required documents as described in this Agreement.

**5.0 Other HUD-Required Reporting Data** shall be submitted by Subrecipient to the City as required.

# Request for Reimbursement Form

HOME Subrecipient Agreement

REQUEST FOR REIMBURSEMENT

FY:

Reimbursement #:

| REQUEST FOR REIMBURSEMENT SUMMARY PAGE 1 OF 2   |                                  |                                      |         |                     |                               |                 |                  |                   |                             |
|---|----------------------------------|--------------------------------------|---------|---------------------|-------------------------------|-----------------|------------------|-------------------|-----------------------------|
| Subrecipient Name   |                                  |                                      |         |                     | Date                          |                 |                  |                   |                             |
| Contract No   |                                  |                                      |         |                     | Reporting Category            |                 |                  |                   |                             |
| Subrecipient Address  |                                  |                                      |         |                     | Contract Amount \$            |                 |                  |                   |                             |
| Contact Person  |                                  |                                      |         |                     | Contract Balance \$           |                 |                  |                   |                             |
| Phone   |                                  |                                      |         |                     | Contract Start                |                 |                  |                   |                             |
| Email   |                                  |                                      |         |                     | Contract End                  |                 |                  |                   |                             |
| City Vendor   |                                  |                                      |         |                     |                               |                 |                  |                   |                             |
| <p>Required Payment Statement (Page 2 of 2) must accompany this form. See Page 2 for Draw Types and Activity Codes. Attach receipts, invoices, budget statements or copies of such items MUST be included to process this request.</p>  |                                  |                                      |         |                     |                               |                 |                  |                   |                             |
| a   | b                                | c                                    | d       | e                   | f                             | g               | h                | i                 | j                           |
| Draw Type   | Activity Code                    | IDIS Act No.                         | Address | PI Received in IDIS | IDIS Activity Setup Amt. (\$) | Amount Expended | Amount Requested | Remaining Balance | Final Draw for Activity Y/N |
|   |                                  |                                      |         |                     | \$ -                          | \$ -            |                  | \$ -              |                             |
|   |                                  |                                      |         |                     | \$ -                          | \$ -            |                  | \$ -              |                             |
|   |                                  |                                      |         |                     |                               |                 |                  | \$ -              |                             |
|   |                                  |                                      |         |                     |                               |                 |                  | \$ -              |                             |
|   |                                  |                                      |         |                     |                               |                 |                  | \$ -              |                             |
|   |                                  |                                      |         |                     |                               |                 |                  | \$ -              |                             |
|   |                                  |                                      |         |                     |                               |                 |                  | \$ -              |                             |
|   |                                  |                                      |         |                     |                               |                 |                  | \$ -              |                             |
|   |                                  |                                      |         |                     |                               |                 |                  | \$ -              |                             |
|   |                                  |                                      |         |                     |                               |                 |                  | \$ -              |                             |
|   |                                  |                                      |         |                     |                               |                 |                  | \$ -              |                             |
|   |                                  |                                      |         |                     |                               |                 |                  | \$ -              |                             |
|   |                                  |                                      |         |                     |                               |                 |                  | \$ -              |                             |
|   |                                  |                                      |         |                     |                               |                 |                  | \$ -              |                             |
|   |                                  |                                      |         |                     |                               |                 |                  | \$ -              |                             |
|   |                                  |                                      |         |                     |                               |                 |                  | \$ -              |                             |
|   |                                  |                                      |         |                     |                               |                 |                  | \$ -              |                             |
| Total   |                                  |                                      | \$      | \$                  | \$                            | \$              | -                |                   |                             |
| Subrecipient Authorized Signature   |                                  |                                      |         |                     | Date                          |                 |                  |                   |                             |
| Title   |                                  |                                      |         |                     |                               |                 |                  |                   |                             |
| <p>Subrecipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been funded out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.</p> |                                  |                                      |         |                     |                               |                 |                  |                   |                             |
| Performance Reports   | Current <input type="checkbox"/> | Not Current <input type="checkbox"/> |         |                     | For City Use Only             |                 |                  |                   |                             |
| Match Report  | Current <input type="checkbox"/> | Not Current <input type="checkbox"/> |         |                     |                               |                 |                  |                   |                             |
|   |                                  |                                      |         |                     | City Approval                 |                 |                  |                   |                             |
|   |                                  |                                      |         |                     | Date                          |                 |                  |                   |                             |

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FY2021/22 HOME Subrecipient Agreement

Exhibit "B"  
Page 3 of 11

Resolution No. 12080  
Exhibit D – Page 30 of 48

Request for Reimbursement Form Continued

| IDIS Activity Number | Allocation Year FY | Activity Type OGC, SFR: See below for codes | Paid (or Payable) to Address Including ZIP + 4 | Date Paid | Invoice PO | Check # | Amount of Request | Contract with Developer/Subrecipient Yes or No |
|----------------------|--------------------|---|--|-----------|------------|---------|-------------------|--|
| Ex 01111             | FY16/15            | NC  | ADC Contracting                                | 5/1/2015  | #1         | 123     | 000000000         | Yes  |
|                      |                    |   |  |           |            |         |                   |  |
|                      |                    |   |  |           |            |         |                   |  |
|                      |                    |   |  |           |            |         |                   |  |
|                      |                    |   |  |           |            |         |                   |  |
|                      |                    |   |  |           |            |         |                   |  |
|                      |                    |   |  |           |            |         |                   |  |
|                      |                    |   |  |           |            |         |                   |  |
|                      |                    |   |  |           |            |         |                   |  |
|                      |                    |   |  |           |            |         |                   |  |
|                      |                    |   |  |           |            |         |                   |  |
|                      |                    |   |  |           |            |         |                   |  |
|                      |                    |   |  |           |            |         |                   |  |
|                      |                    |   |  |           |            |         |                   |  |
|                      |                    |   |  |           |            |         |                   |  |
|                      |                    |   |  |           |            |         |                   |  |
| Total                |                    |   |  |           |            |         | \$ -              |  |

| <u>DRAW TYPE:</u>    | <u>CODE:</u> | <u>ACTIVITY DESCRIPTION:</u>               | <u>CODE:</u> |
|----------------------|--------------|--|--------------|
| Entitlement          | EN           | New Construction                           | NC           |
| CHDO Reserve Funds   | CR           | Owner Occupied Housing Rehabilitation      | SFR          |
| CHDO Operating Funds | CO           | Homebuyer Financial Assistance             | EEA          |
|                      |              | Acquisition Only                           | ACQ          |
|                      |              | Acquisition & Rehab- Homebuyer             | AQR-HB       |
|                      |              | Acquisition & Rehab - Rental               | AQR-R        |
|                      |              | Acquisition & New Construction - Homebuyer | AQ-NC-H      |
|                      |              | Acquisition & New Construction - Rental    | AQ-NC-R      |
|                      |              | Tenant Based Rental Assistance             | TBRA         |
|                      |              | Administration                             | ADMIN        |

**City of Scottsdale**

**CDBG/HOME Programs Annual Income Guidelines**

**From Department of Housing and Urban Development (HUD)**

**Effective Date: July 1, 2020**

|                                     | <b>CDBG/HOME</b>       |                        |               |
|-------------------------------------|------------------------|------------------------|---------------|
| <b>Household Size<br/>(persons)</b> | <b>Table A<br/>30%</b> | <b>Table B<br/>50%</b> | <b>80%</b>    |
| <b>1</b>                            | <b>16,350</b>          | <b>27,250</b>          | <b>43,600</b> |
| <b>2</b>                            | <b>18,700</b>          | <b>31,150</b>          | <b>49,800</b> |
| <b>3</b>                            | <b>21,050</b>          | <b>35,050</b>          | <b>56,050</b> |
| <b>4</b>                            | <b>23,350</b>          | <b>38,900</b>          | <b>62,250</b> |
| <b>5</b>                            | <b>25,250</b>          | <b>42,050</b>          | <b>67,250</b> |
| <b>6</b>                            | <b>27,100</b>          | <b>45,150</b>          | <b>72,250</b> |
| <b>7</b>                            | <b>29,000</b>          | <b>48,250</b>          | <b>77,200</b> |
| <b>8</b>                            | <b>30,850</b>          | <b>51,350</b>          | <b>82,200</b> |



**Maricopa County Human Services Department  
Housing and Community Development  
2020 Information Bulletin**

Information Bulletin No.: 2020-01  
Issued: June 30, 2020  
Re: HOME Investment Partnerships Program (HOME)  
2020 HOME Maximum Per-Unit Subsidy Limits Released

Notice is given to Maricopa HOME Consortium participating jurisdictions (PJ) and CHDOs that the U.S. Department of Housing and Urban Development (HUD) released new HOME Per-Unit Subsidy Limits. This limit determines the maximum amount of HOME funds that may be invested on a per-unit basis in HOME-assisted housing projects.

PJs/CHDOs should use the below maximum per-unit HOME subsidy limits for all HOME-assisted project activities, effective June 4, 2020.

| Bedroom Size | HOME Maximum Per-Unit Subsidy Limits<br>Effective June 4, 2020 |
|--------------|--|
| 0BR          | \$ 153,514   |
| 1BR          | \$ 175,751   |
| 2BR          | \$ 213,710   |
| 3BR          | \$ 278,482   |
| 4BR          | \$ 303,490   |
| 5BR          | \$ 383,490   |

HUD's Bulletin announcing the new limits is attached for reference.

Note: PJs and CHDOs must stay abreast of and continue to ~~appropriately~~ apply the HOME Homeownership Value Limits ("95% Limit"). For current Maricopa HOME Consortium limits, refer to additional Maricopa County Information Bulletin here: <https://www.maricopa.gov/3893/Notices-Documents>

More information can be found here: <https://www.hudexchange.info/resource/undefined/home-per-unit-subsidy/>

Human Services Department • 234 N. Central Avenue, 3<sup>rd</sup> Floor • Phoenix, AZ 85004

For further information contact Housing and Community Development Assistant Director at 602-908-9311

This information is also available the HSD website at <http://www.maricopa.gov/3868/Human-Services>



Page 1 of 2

Program Year:  
For the Month of:

[illegible][illegible]

## HOME Subrecipient \_\_\_\_\_ Fiscal Year \_\_\_\_\_

I certify that this representation of HOME Funds Match is accurate and that the Match is from non-federal sources.

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

**CONTRACT PROGRESS REPORT HOME CONSORTIUM**

HOME Investment Partnerships Program

Reporting Period

DATE:

☐ 1<sup>st</sup> Quarter (07/01 – 09/30) Due 10/19

Contract:

☐ 2<sup>nd</sup> Quarter (10/01 – 12/30) Due 01/19

Contract Start Date:

☐ 3<sup>rd</sup> Quarter (01/01 – 3/30) Due 04/20

Contract Expiration Date:

☐ 4<sup>th</sup> Quarter (04/01 – 06/30) Due 07/20

Contract Amount:

Subrecipient:

Contact Person: Michele L Payakovich Phone: 480-312-2576 Email: mpayakovich@scottsdaleaz.gov

**ACTIVITY:****AMOUNT ALLOCATED TO ACTIVITY:****TOTAL UNITS:**

| <b><u>MILESTONES</u></b>                           | <b>COMPLETION<br/>DATE PER<br/>CONTRACT</b> | <b>ACTUAL<br/>COMPLETION<br/>DATE</b> |
|--|---|---------------------------------------|
| HOME Contract approved by City Council             |   |                                       |
| Market Study                                       |   |                                       |
| Underwriting                                       |   |                                       |
| Secure Financing                                   |   |                                       |
| Environmental Review                               |   |                                       |
| Obtain Site Control                                |   |                                       |
| RFQ Issued   |   |                                       |
| Developer Selected and Signed Development Contract |   |                                       |
| Home Set up Report to County                       |   |                                       |
| Acquisition and Rehab to commence                  |   |                                       |
| Rehab complete or Certificate of Occupancy         |   |                                       |
| Unit Occupied by Low/Moderate Income Family        |   |                                       |
| Completion Report submitted to City                |   |                                       |



|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

| PROPERTY IDENTIFICATION |                 |                    |               | PROPERTY STATUS |             |                      |            |
|-------------------------|-----------------|--------------------|---------------|-----------------|-------------|----------------------|------------|
| ACTIVITY #1             |                 |                    |               |                 |             |                      |            |
| IDIS #                  |                 | ER APPROVAL DATE:  |               |                 |             |                      |            |
| NAME:                   |                 | SETUP AMOUNT:      |               |                 |             |                      |            |
| ADDRESS:                |                 | EXPENDITURES:      |               |                 |             |                      |            |
| Lead Based Paint        | Newer than 1978 | No children in HH: | Lead abated   |                 |             |                      |            |
| BEDRMS:                 | INCOME:         | RACE:              | HISPANIC? Y/N | HH SIZE:        | Type of HH: | Special Information: | Assistance |

**CODES FOR DEMOGRAPHIC INFORMATION:**

| <u>No. of Bedrooms</u><br><u>Codes</u> | <u>Income</u> | <u>Race of Head of Household</u>                            | <u>Size of Household</u>      | <u>Social Information</u>                    |
|--|---------------|---|-------------------------------|--|
| 1 - 1 bedroom                          | 1 - 0 - 30%   | 11 - White  | 1 - 1 person 5 - 5 person     | 1 Persons with disabilities                  |
| 2 - 2 bedrooms                         | AMI           | 12 - Black/African American                                 | 2 - 2 person 6 - 6 person     | 2 - female head of household                 |
| 3 - 3 bedrooms                         | 2 - 30 - 50%  | 13 - Asian  | 3 - 3 person 7 - 7 person     |  |
| 4 - 4 bedrooms                         | AMI           | 14 - American Indian/Alaska Native                          | 4 - 4 person 8 - 8 or more    |  |
| 5 - 5 or more bedrooms                 | 3 - 50 - 60%  | 15 - Native Hawaiian/Other Pacific Islander                 |                               |  |
|  | AMI           | 16 - American Indian/Alaska Native & White                  |                               |  |
|  | 4 - 60 - 80%  | 17 - Asian & White  |                               |  |
|  | AMI           | 18 - Black/African American & White                         | <u>Type of Household Code</u> | <u>Assistance Type</u>                       |
| ALL CODES:                             |               | 19 - American Indian/Alaska Native & Black/African American | 1 - Single/non elderly        | 1 - Section 8                                |
| 9 - vacant                             |               | 20 - Other: Multi-Racial                                    | 2 - Elderly                   | 2 - HOME TBRA                                |
|  |               |   | 3 - Related/Single Parent     | 3 - Other federal, state or local assistance |
|  |               |   | 4 - Related/Two Parent        | 4 - No assistance                            |
|  |               |   | 5 - Other                     |  |

**EXHIBIT "C"****INDEMNIFICATION AND INSURANCE REQUIREMENTS****A. Indemnification**

To the fullest extent permitted by law, Subrecipient, its successors, assigns and guarantors, shall, and shall cause any of its subcontractors to, indemnify, defend, save and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees and the State of Arizona and Maricopa County, any jurisdiction or agency including their respective directors, officers, officials, agents, and employees issuing any permits for any work arising out of this Agreement (hereinafter referred to as "Indemnitee"), from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient and any of its subcontractors, or any of the directors, officers, agents, or employees of Subrecipient and any of its subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Subrecipient or any of its Subcontractors to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subrecipient and any of its Subcontractors from and against any and all claims. It is agreed that the Subrecipient and any of its Subcontractors will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

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.

**B. Insurance Representations and Requirements**

1. Subrecipient, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the state of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of state of Arizona licensing, the stipulated insurance may be purchased from a company or companies who are authorized to do business in the state of Arizona, provided that said insurance companies meet the approval of the City. The form of any insurance policies and forms must be acceptable to City.
2. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement.
3. Subrecipient's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.
4. 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 City.

5. The insurance policies may provide coverage that 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 City under such policies. Subrecipient shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require Subrecipient to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
6. The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. The City shall not be obligated to review policies and/or endorsements or to advise Subrecipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Subrecipient from, or be deemed a waiver of the City's right to insist on strict fulfillment of Subrecipient's obligations under this Agreement.
7. All policies except workers compensation and property coverage policy shall be endorsed to include the following additional insured language: "The City of Scottsdale, and Maricopa County their agents representatives, officers, directors, officials, employees and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Subrecipient".
8. The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, officers, directors, officials and employees for any claims arising out of Subrecipient's work or service.
9. Subrecipient's policies shall stipulate that the insurance afforded Subrecipient shall be primary insurance and that any insurance carried by the City, State of Arizona, and Maricopa County, their agents, officials, employees shall be excess and not contributory insurance, as provided by A.R.S. § 41-621(E).
10. All policies except workers compensation and property coverage policy shall be endorsed to include the following additional insured language: "The City of Scottsdale, the State of Arizona and Maricopa County their subsidiaries, parents, associated and/or affiliated entities, successors, or assigns, their elected officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Subrecipient".
11. Coverage provided by Subrecipient shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
12. **Commercial General Liability:**  
  
Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
13. **Commercial General Liability – Occurrence from:**  
  
Policy shall include bodily injury, property damage, and broad form contractual liability coverage.
14. [Intentionally blank.]

15. The policy shall be endorsed to include the following additional insured language: "The City of Scottsdale, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Subrecipient".

**Minimum Limits:**

|                       |             |
|-----------------------|-------------|
| General Aggregate     | \$4,000,000 |
| Each Occurrence Limit | \$2,000,000 |

16. [Intentionally blank]

17. **Workers' Compensation:**

- a. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Subrecipient's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
- b. Subrecipient waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Subrecipient pursuant to this Agreement.

18. [Intentionally blank]

19. **Certificates of Insurance:**

- a. Upon Agreement execution, Subrecipient shall furnish the City with valid and complete certificates of insurance or formal endorsements as required by the Agreement, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement number and title. City shall not be obligated to review policies and/or endorsements or to advise Subrecipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Subrecipient from, or be deemed a waiver of City's right to insist on strict fulfillment of Subrecipient's obligations under this Agreement.
- b. Prior to commencing work or services under this Agreement, Subrecipient shall have insurance in effect as required by the Agreement in the form provided by the City, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall be made available to the City upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE SUBRECIPIENT AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF AGREEMENT.
- c. In the event any insurance policy(ies) required by this Agreement is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Subrecipient's work or services and as evidenced by annual Certificates of Insurance.
- d. If a policy does expire during the life of the Agreement, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

20. **Cancellation and Expiration Notice:**

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FY2021/22 HOME Subrecipient Agreement

- a. Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days' prior written notice to the City.
- b. If the Subrecipient provides professional or semi-professional personal services under this agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, or legal services, Subrecipient shall carry minimum liability coverage of \$2,000,000 each occurrence and provide the City with proof of coverage.

**21. Subcontractors:**

Subrecipient's certificate(s) shall include all subcontractors as insureds under its policies or Subrecipient shall furnish to the City separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**22. Approval:**

Any modification or variation from the insurance requirements in any Agreement must have prior approval from the City whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

**23. Exceptions:**

In the event the Subrecipient or subcontractor(s) is/are a public entity then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance.

**C. Bonding**

1. The Subrecipient shall not receive any initial reimbursements under this Agreement in an amount greater than the Subrecipient's bonding limit. Subrecipient shall provide the City with documentation of required bonding.
2. Subrecipient shall have fidelity bonding of not less than the maximum amount of cash on hand or an amount equal to the initial reimbursement, whichever is greater.
3. Bonding requirements shall prevail throughout the term of this Agreement.

**SAMPLE ACORD CERTIFICATE OF INSURANCE (Contract Exhibit C)**

|  |  |   |                                      |                        |                       |
|--|--|---|--------------------------------------|------------------------|-----------------------|
| <b>ACORD</b>   |  | <b>CERTIFICATE OF LIABILITY INSURANCE</b> |                                      | <b>DATE (MM/DD/YY)</b> |                       |
| <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> |  |   |                                      |                        |                       |
| <p><b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>  |  |   |                                      |                        |                       |
| <b>PRODUCER</b>  |  |   | <b>CONTACT NAME:</b>                 |                        |                       |
|  |  |   | <b>PHONE (A/C. No. Ext):</b>         |                        | <b>Fax (A/C. No):</b> |
|  |  |   | <b>E-MAIL ADDRESS:</b>               |                        |                       |
|  |  |   | <b>PRODUCER CUSTOMER ID#:</b>        |                        |                       |
| <b>INSURED</b><br><b>THIS MUST MATCH EXACTLY TO THE CONTRACTOR NAME AND INFORMATION AS LISTED IN THE CONTRACT OR SCOPE OF WORK.</b>  |  |   | <b>INSURER(S) AFFORDING COVERAGE</b> |                        | <b>NAIC #</b>         |
|  |  |   | <b>INSURER A:</b>                    |                        |                       |
|  |  |   | <b>INSURER B:</b>                    |                        |                       |
|  |  |   | <b>INSURER C:</b>                    |                        |                       |
|  |  |   | <b>INSURER D:</b>                    |                        |                       |
|  |  |   | <b>INSURER E:</b>                    |                        |                       |
|  |  |   | <b>INSURER F:</b>                    |                        |                       |

| COVERAGES:   |   | CERTIFICATE NUMBER:      |                          | REVISION NUMBER: |  |                         |   |  |
|--|---|--------------------------|--------------------------|------------------|--|-------------------------|---|--|
| <small>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.</small> |   |                          |                          |                  |  |                         |   |  |
| INS LTR  | TYPE OF INSURANCE   | ADDL INSR                | SUBR WVD                 | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY) | LIMITS  |  |
|  | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> <input type="checkbox"/> <b>CLAIMS MADE</b> <input type="checkbox"/> <b>OCCUR</b><br><br><b>GEN'L AGGREGATE LIMIT APPLIES PER:</b><br><input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PROJECT</b> <input type="checkbox"/> <b>LOC</b>   | <input type="checkbox"/> | <input type="checkbox"/> |                  |  |                         | <b>EACH OCCURRENCE</b> \$<br><b>DAMAGE TO RENTED PREMISES (Ea Occurrence)</b> \$<br><b>MEDICAL EXP (Any One Person)</b> \$<br><b>PERSONAL &amp; ADV INSURY</b> \$<br><b>GENERAL AGGREGATE</b> \$<br><b>PRODUCTS - COMPROP AGG</b> \$            |  |
|  | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> <b>ANY AUTO</b><br><input type="checkbox"/> <b>ALL OWNED AUTOS</b><br><input type="checkbox"/> <b>SCHEDULED AUTOS</b><br><input type="checkbox"/> <b>HIRED AUTOS</b><br><input type="checkbox"/> <b>NON-OWNED AUTOS</b><br><br><b>Umbrella Liab</b> <input type="checkbox"/> <b>OCC</b><br><b>Excess Liab</b> <input type="checkbox"/> <b>CLAIMS MADE</b><br><b>DEDUCTIBLE</b><br><b>RETENTION \$</b> | <input type="checkbox"/> | <input type="checkbox"/> |                  |  |                         | <b>COMBINED SINGLE LIMIT (Ea accident)</b> \$<br><b>BODILY INJURY (Per person)</b> \$<br><b>BODILY INJURY (Per accident)</b> \$<br><b>PROPERTY DAMAGE (Per Accident)</b> \$<br><b>EACH OCCURRENCE</b> \$<br><b>AGGREGATE</b> \$<br><br><br><br> |  |
|  | <b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b><br><b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</b> <input type="checkbox"/> <b>Y/N</b><br><br><small>(Mandatory in NH)<br/>If yes, describe under SPECIAL PROVISIONS BELOW:</small>   | <b>N/A</b>               | <input type="checkbox"/> |                  |  |                         | <b>WC STATU-TORY LIMITS</b> <b>OTHER</b><br><b>EL EACH ACCIDENT</b> \$<br><b>EL DISEASE - POLICY LIMIT</b> \$<br><b>EL DISEASE - EA EMPLOYEE</b> \$   |  |
|  |   | <input type="checkbox"/> | <input type="checkbox"/> |                  |  |                         |   |  |
| <b>Description of Operations/Vehicles (Attach ACORD 101, Additional Remarks Schedule, if more space is required)</b><br>City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. Contract #2021-xxxx-COS   |   |                          |                          |                  |  |                         |   |  |
| <b>CERTIFICATE HOLDER</b>  |   |                          |                          |                  | <b>CANCELLATION</b>  |                         |   |  |
| <b>City of Scottsdale</b><br>Attn: Palute Neighborhood Center<br>Community Assistance Office<br>6535 E Osborn Rd., Bldg. 8<br>Scottsdale, AZ 85251   |   |                          |                          |                  | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |                         |   |  |
|  |   |                          |                          |                  | AUTHORIZED REPRESENTATIVE  |                         |   |  |

**EXHIBIT "D"**  
**CERTIFICATIONS**

**SUBRECIPIENT HOME CERTIFICATION**

In accordance with the provisions of the Home Investment Partnerships Act and with 24 CFR § 92.150 of the Home Investment Partnership (HOME) Program Rule, the Subrecipient certifies that:

- (A) Before committing any funds to an activity, the Subrecipient will evaluate the activity in accordance with 24 CFR § 92.504 and the guidelines that it adopts for this purpose and complete all assessments required by the rules, including, but not limited to:
  - 1. Complete all income determinations, underwriting and subsidy layering guidelines, rehabilitation standards, refinancing guideline, homebuyer program policies and affordability requirements;
  - 2. Complete a timely environmental review;
  - 3. Complete an underwriting review; assess developer capacity, fiscal soundness and neighborhood market conditions; and
  - 4. The Subrecipient will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.
- (B) The Subrecipient will only utilize HOME funds to pay for eligible activities and costs of those activities permitted in 24 CFR §§ 92.205 through 92.209 and not specifically prohibited under § 92.214.
- (C) The Subrecipient understands tenant-based rental assistance is an element of the Consolidated Plan. However, tenant-based rental assistance must be approved as part of an original application for project funding.
- (D) The submission of the program description is authorized under State and local law (as applicable), and that the Subrecipient possesses the legal authority to carry out the HOME Program in accordance with the HOME regulations;
- (E) The Subrecipient 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 and the requirements of 24 CFR § 92.353;
- (F) The Subrecipient will use HOME funds pursuant to its Consolidated Plan(s) approved by the U.S. Department of Housing and Urban Development (HUD) and all requirements of 24 CFR Part 92;
- (G) The Subrecipient will 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:
    - i. The dangers of drug abuse in the workplace;



- ii. The participating jurisdiction's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. 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:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employee 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 City in writing, within ten calendar days after receiving notice under paragraph 4 ii. 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 4ii., with respect to any employee who is so convicted
    - i. 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
    - ii. 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.
- (H) 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 City, 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 loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, loan, or cooperative agreement;
  - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and
  - 3. The Subrecipient 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 agreements under grants, loans, and cooperative agreements) and that all Vendors shall certify and disclose accordingly.

- (I) The Subrecipient shall, upon proper notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, its employees, officials, successors, assigns, Subrecipients, or vendors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

\_\_\_\_\_  
Signature (Subrecipient Representative)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Title

**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

**EXHIBIT "E"**  
**SUBRECIPIENT'S CONTRACT ADMINISTRATORS**

Communication and details concerning management, financial and performance of this Subrecipient agreement shall be directed to the following designated contract representatives:

**CEO/President:**      ☐ **Signature Authority**      ☐ **Primary Contact** ☐ **Insurance Information**

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Direct Phone Number Email Address

**Contract and Billing:**      ☐ **Signature Authority**      ☐ **Primary Contact** ☐ **Insurance Information**

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Direct Phone Number Email Address

**Performance Reporting:**      ☐ **Signature Authority**      ☐ **Primary Contact**      ☐ **Insurance Information**

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Direct Phone Number Email Address

\* Please indicate which representative has signature authority, is the primary contact, for each section, and is responsible for insurance information.

## **Executive Summary**

### **AP-05 Executive Summary - 91.200(c), 91.220(b)**

#### **1. Introduction**

This Year 2 Action Plan implements the second year of activities that will address the goals established in the City of Scottsdale 2020/2024 Consolidated Plan. The term of this Year 2 Action Plan is from July 1, 2021 through June 30, 2022.

The target populations identified in the Consolidated Plan are seniors, persons with disabilities, families with children and youth under 18, 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. The City of Scottsdale is committed to providing critical services through continued programs with available resources.

Potential opportunities and challenges during this second year include:

- Significantly increase Scottsdale Cares donations
- Increase in the demand for basic services offered through the community centers, senior centers and Community Assistance Office

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

Annual Action Plan  
2021

1

- 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 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.
- Partner with various non-profit service providers to assist the needs of the community.

## **2. Summarize the objectives and outcomes identified in the Plan**

The key strategic objectives outlined in the Consolidated Plan and proposed to be addressed in this Year 2 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 Green 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
- Preserve affordability of quality rental housing through the Housing Choice Voucher (HCV) Program
- Provide affordable rental housing opportunities through City-owned multi-family housing
- 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
- Provide funding assistance through Subrecipient and Professional Service 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
- Improve quality of life through resources and referral services
- Provide access to basic needs
- Provide prevention assistance through:
  - Intake and referral

- Emergency rent, mortgage and utility assistance
- Promote self-sufficiency, through the Family Self-Sufficiency Program (FSS)

This Year 2 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:

**General Funds:**

- 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

**Scottsdale Cares Voluntary Utility Donations:**

- 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

**Salt River Pima-Maricopa Indian Community (SRPMIC) Funding:**

- Senior home delivered meals
- Senior congregate meals

- Support for regional homeless shelters

### **3. Evaluation of past performance**

In FY 2020/21, the City of Scottsdale awarded \$ 1,380,503 in CDBG funds for 11 eligible activities including public services, emergency shelters and transitional housing, housing rehabilitation and emergency repair programs, public facility improvements and administration and planning. HOME funds in the amount of \$343,556 were awarded for homeowner reconstruction and program administration.

The City is currently administering each sub-recipient agreement and the performance of these contracts will be reported in the FY 2020/21CAPER.

The City also awarded \$618,018 in local funding supporting 21 additional programs and services including support for regional homeless shelters, senior home delivered and congregate meals, youth and senior services and education programs. Funding sources include: Scottsdale Cares, a voluntary utility donation program; the City's General Funds; and Salt River Pima-Maricopa Indian Community (SRPMIC) Grants. Scottsdale Cares contributed \$160,000, the General Fund contributed \$200,000, and SRPMIC contributed \$258,018 for these programs and services.

### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

The City of Scottsdale has coordinated with other housing and community development agencies to achieve the goals of the Year 2 Action Plan and the Consolidated Plan, including continued participation in the Maricopa HOME Consortium, participation on the MAG Continuum of Care committees and consultation with the Human Service Commission to review activities of the CDBG/HOME programs.

Due to the COVID-19 Pandemic, the Community Assistance Office did not present a live Applicant Orientation. A PowerPoint presentation was made available to view, including information that is typically reviewed at the orientation from September 9, 2020 through October 23, 2020. Public presentations through video submissions were made by applicants for CDBG, HOME, Scottsdale Cares, General Funds and Endowment on February 9, 2021 and February 11, 2021. Public hearings before the Human Services Commission were held virtually on March 11, 2021 and



March 25, 2021 for the informal and formal recommendations of funding allocations. A public hearing before the Scottsdale City Council was held on April 27, 2021, to approve the 2021/2022 Year 2 Annual Action Plan.

The 30-day public comment process period of the Year 2 Action Plan for July 1, 2021 through June 30, 2022 began on March 25, 2021 and ended on April 24, 2021. The draft of the Year 2 Annual Action Plan was made available on the City's website, at all public libraries and the Community Assistance Office.

In addition to the 30-day public comment period, the September 9, 2020 public meeting was advertised in the Arizona Republic, the City's website and by direct mail to all prior applicants and interested parties.

All Human Services Commission's public meetings were posted as regular notices by the City Clerk.

**5. Summary of public comments**

No public comments were received.

**6. Summary of comments or views not accepted and the reasons for not accepting them – N/A**

**7. Summary – N/A**

## PR-05 Lead & Responsible Agencies - 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role        | Name       | Department/Agency           |
|--------------------|------------|-----------------------------|
| CDBG Administrator | SCOTTSDALE | Community Assistance Office |

Table 1 – Responsible Agencies

### Narrative

#### Consolidated Plan Public Contact Information

Consultation - Scottsdale Annual Action Plan Development Team:

- Irma Hollamby, Community Assistance Manager for Housing Choice Vouchers, CDBG, HOME, and Citizen Participation Plan, Community Assistance Office, (480) 312-2309
- Diane Ethington, Grants Accountant, Community Assistance Office, (480) 312-7830
- Jack Miller, Community Grants Specialist, Community Assistance Office, (480) 312-7744
- Greg Bestgen, Human Services Director, (480) 312-0104
- Scottsdale City Council
- Scottsdale Human Services Commission
- Human Services staff

## **AP-10 Consultation - 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

Scottsdale works with a wide variety of agencies, organizations, and service providers in an effort to bring various viewpoints to identify local housing and service needs. 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 General Funds to several categories of human services to address homelessness. Funding from citizen contributions through Scottsdale Cares utility bill donation program and funds from Salt River Pima-Maricopa Indian Community (SRPMIC) grants are also allocated for senior home delivered meals, senior congregate meals, and support for regional homeless shelters.

The City of Scottsdale utilizes federal CDBG, HOME, and 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. Salt River Pima-Maricopa Indian Community Funds are utilized to support various Human Services programs including regional shelters and meal programs in the community.

The City of Scottsdale will continue to coordinate with other housing and community development agencies in achieving the goals of the Year 2 Action Plan and the Consolidated Plan, including:

1. Continued participation in the Maricopa HOME Consortium,
2. Continued participation on the MAG Continuum of Care committees and
3. Consultation with the Human Services Commission to review activities of the CDBG/HOME programs.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

The City has ongoing relationships with several housing providers working on housing development activities. The City administers the Housing Choice Voucher program funded by the federal government to provide housing subsidy to address the housing needs of the City's lowest income households. Through the Continuum of Care process, the City maintains relationships with mental health providers, homeless shelter and services providers, and other governmental agencies with specific responsibilities for homeless individuals and families. The City also participates in a variety of other coalitions that seek to address other issues that relate to housing and service needs.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

City staff works actively with the Maricopa Association of Governments Continuum of Care, the local umbrella for the development of the Continuum of Care. Staff participates in regularly scheduled meetings and point-in-time surveys. In the past, the City has provided administrative support to supplement Continuum of Care initiatives and funding to the various agencies that make up the membership of the Maricopa Association of Governments Continuum of Care.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

City of Scottsdale does not receive ESG Funds.

## 2. Agencies, groups, organizations and others who participated in the process and consultations

|   |  |   |
|---|--|---|
| 1 | <b>Agency/Group/Organization</b>   | <b>Big Brothers Big Sisters</b>   |
|   | <b>Agency/Group/Organization Type</b>  | Services – Children<br>Services – Youth Services  |
|   | <b>What section of the Plan was addressed by Consultation?</b>   | Services – Youth Services (education)   |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for CDBG and Scottsdale Cares funds..         |
|   | <b>Agency/Group/Organization</b>   | <b>Chicanos Por La Causa, Inc.</b>  |
|   | <b>Agency/Group/Organization Type</b>  | Services - Housing  |
|   | <b>What section of the Plan was addressed by Consultation?</b>   | Non-Homeless – Special Needs  |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for CDBG funds.                               |
| 2 | <b>Agency/Group/Organization</b>   | <b>Family Promise</b>   |
|   | <b>Agency/Group/Organization Type</b>  | Services - Housing<br>Services - Homeless   |
|   | <b>What section of the Plan was addressed by Consultation?</b>   | Homeless Needs - Families with children   |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for CDBG, Scottsdale Cares and General Funds. |

|   |  |  |
|---|--|--|
| 3 | <b>Agency/Group/Organization</b>   | <b>Chrysalis Shelter for Victims of Domestic Violence, Inc.</b>  |
|   | <b>Agency/Group/Organization Type</b>  | Services – Victims of Domestic Violence  |
|   | <b>What section of the Plan was addressed by Consultation?</b>   | Transitional Housing for DV Victims  |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improve coordination</b>   | Participated in the Human Service Commission virtual public hearing during the annual funding process. Consultation resulted in application for CDBG funds.                        |
| 4 | <b>Agency/Group/Organization</b>   | <b>Florence Crittenton</b>   |
|   | <b>Agency/Group/Organization Type</b>  | Services - Housing<br>Services - Homeless  |
|   | <b>What section of the Plan was addressed by Consultation?</b>   | Homelessness Needs - Unaccompanied youth<br>Transitional Housing for at risk youth   |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for CDBG funds.                      |
| 5 | <b>Agency/Group/Organization</b>   | <b>Homeward Bound</b>  |
|   | <b>Agency/Group/Organization Type</b>  | Services - Housing<br>Services - Homeless  |
|   | <b>What section of the Plan was addressed by Consultation?</b>   | Homeless Needs - Families with children<br>Transitional Housing  |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for CDBG and Scottsdale Cares funds. |

|   |  |  |
|---|--|--|
| 6 | <b>Agency/Group/Organization</b>   | <b>Save the Family Foundation of Arizona</b>   |
|   | <b>Agency/Group/Organization Type</b>  | Services - Children<br>Services - Homeless   |
|   | <b>What section of the Plan was addressed by Consultation?</b>   | Homeless Needs - Families with children  |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for CDBG and Scottsdale Cares funds. |
| 7 | <b>Agency/Group/Organization</b>   | <b>Phoenix Rescue Mission</b>  |
|   | <b>Agency/Group/Organization Type</b>  | Services – Housing<br><br>Services - Homeless  |
|   | <b>What section of the Plan was addressed by Consultation?</b>   | Homeless Outreach and Navigation   |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for CDBG and Scottsdale Cares funds. |
| 8 | <b>Agency/Group/Organization</b>   | <b>Scottsdale Presbyterian New Faces Day Relief Center Collaboration</b>   |
|   | <b>Agency/Group/Organization Type</b>  | Services - Homeless  |
|   | <b>What section of the Plan was addressed by Consultation</b>  | Homeless Outreach and Navigation   |

|    |  |  |
|----|--|--|
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for CDBG funds.                        |
| 9  | <b>Agency/Group/Organization</b>   | <b>Scottsdale Training and Rehabilitation Services (STARS)</b>   |
|    | <b>Agency/Group/Organization Type</b>  | Services - Persons with Disabilities   |
|    | <b>What section of the Plan was addressed by Consultation?</b>   | Non-Homeless Special Needs   |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for CDBG funds.                        |
| 10 | <b>Agency/Group/Organization</b>   | <b>Central Arizona Shelter Services, Inc. (CASS)</b>   |
|    | <b>Agency/Group/Organization Type</b>  | Services - Homeless  |
|    | <b>What section of the Plan was addressed by Consultation?</b>   | Homeless Needs -Chronically homeless<br>Transitional housing improvements  |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for CDBG Facilities and General Funds. |



|    |  |   |
|----|--|---|
| 11 | <b>Agency/Group/Organization</b>   | <b>Best Buddies International, Inc.</b>   |
|    | <b>Agency/Group/Organization Type</b>  | Services – Persons with Disabilities  |
|    | <b>What section of the Plan was addressed by Consultation?</b>   | Non-Homeless Special Needs  |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for Scottsdale Cares funds. |
| 12 | <b>Agency/Group/Organization</b>   | <b>Cortney's Place</b>  |
|    | <b>Agency/Group/Organization Type</b>  | Services – Persons with Disabilities  |
|    | <b>What section of the Plan was addressed by Consultation?</b>   | Non-Homeless Special Needs  |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for Scottsdale Cares funds. |
| 13 | <b>Agency/Group/Organization</b>   | <b>Community Bridges</b>  |
|    | <b>Agency/Group/Organization Type</b>  | Services - Health   |
|    | <b>What section of the Plan was addressed by Consultation?</b>   | Non-Homeless Special Needs  |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for Scottsdale Cares funds. |

|    |  |   |
|----|--|---|
| 14 | <b>Agency/Group/Organization</b>   | <b>Foothills Caring Corps, Inc.</b>   |
|    | <b>Agency/Group/Organization Type</b>  | Services – Meals  |
|    | <b>What section of the Plan was addressed by Consultation?</b>   | Homeless Needs - Seniors  |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for Scottsdale Cares funds. |
| 15 | <b>Agency/Group/Organization</b>   | <b>Health World Education, Ltd</b>  |
|    | <b>Agency/Group/Organization Type</b>  | Services – Children   |
|    | <b>What section of the Plan was addressed by Consultation?</b>   | Services – Youth Services (education)   |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for Scottsdale Cares funds. |
| 16 | <b>Agency/Group/Organization</b>   | <b>McDowell Sonoran Conservancy</b>   |
|    | <b>Agency/Group/Organization Type</b>  | Services – Children   |
|    | <b>What section of the Plan was addressed by Consultation?</b>   | Services – Youth Services (education)   |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for Endowment funds.        |
| 17 | <b>Agency/Group/Organization</b>   | <b>notMYkid</b>   |
|    | <b>Agency/Group/Organization Type</b>  | Services - Children   |
|    | <b>What section of the Plan was addressed by Consultation?</b>   | Non-Homeless – Special Needs  |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for Scottsdale Cares funds. |

|    |  |   |
|----|--|---|
| 18 | <b>Agency/Group/Organization</b>   | <b>Scottsdale Community Partners</b>  |
|    | <b>Agency/Group/Organization Type</b>  | Services - Housing  |
|    | <b>What section of the Plan was addressed by Consultation?</b>   | Homeless Needs – Individuals and Families   |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for Scottsdale Cares funds. |
| 19 | <b>Agency/Group/Organization</b>   | <b>The Arizona Pet Project</b>  |
|    | <b>Agency/Group/Organization Type</b>  | Services - Housing  |
|    | <b>What section of the Plan was addressed by Consultation?</b>   | Homeless Needs – Individuals and Families   |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for Scottsdale Cares funds. |
| 20 | <b>Agency/Group/Organization</b>   | <b>Catholic Charities Community Services, Inc.</b>  |
|    | <b>Agency/Group/Organization Type</b>  | Services - Victims of Domestic Violence   |
|    | <b>What section of the Plan was addressed by Consultation?</b>   | Housing for DV victims  |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for General Funds.          |
| 21 | <b>Agency/Group/Organization</b>   | <b>Community Legal Services, Inc.</b>   |
|    | <b>Agency/Group/Organization Type</b>  | Services - Legal  |
|    | <b>What section of the Plan was addressed by Consultation?</b>   | Legal services  |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for General Funds.          |

|    |  |  |
|----|--|--|
| 22 | <b>Agency/Group/Organization</b>   | <b>UMOM New Day Centers, Inc.</b>  |
|    | <b>Agency/Group/Organization Type</b>  | Services - Homeless  |
|    | <b>What section of the Plan was addressed by Consultation?</b>   | Homeless Needs - Families with children  |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for General Funds. |
| 23 | <b>Agency/Group/Organization</b>   | <b>Affordable Rental Movement of Save the Family (ARM)</b>   |
|    | <b>Agency/Group/Organization Type</b>  | Services - Housing   |
|    | <b>What section of the Plan was addressed by Consultation?</b>   | Housing Need Assessment  |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for HOME Funds.    |
| 24 | <b>Agency/Group/Organization</b>   | <b>City of Scottsdale, Community Assistance Office</b>   |
|    | <b>Agency/Group/Organization Type</b>  | Services - Housing<br>Other government - Local   |
|    | <b>What section of the Plan was addressed by Consultation?</b>   | Housing Rehabilitation Programs  |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for CDBG Housing.  |
| 25 | <b>Agency/Group/Organization</b>   | <b>A New Leaf, Inc.</b>  |
|    | <b>Agency/Group/Organization Type</b>  | Services - Housing<br>Services - Homeless  |
|    | <b>What section of the Plan was addressed by Consultation?</b>   | Homeless Needs - Families with children  |

|    |  |   |
|----|--|---|
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for General Funds.                      |
| 26 | <b>Agency/Group/Organization</b>   | <b>Tempe Community Action Agency (TCAA)</b>   |
|    | <b>Agency/Group/Organization Type</b>  | Services - Meals<br>Services - Seniors  |
|    | <b>What section of the Plan was addressed by Consultation?</b>   | Homeless Needs - Seniors  |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for Scottsdale Cares and General Funds. |
| 27 | <b>Agency/Group/Organization</b>   | <b>Free Arts for Abused Children in Arizona</b>   |
|    | <b>Agency/Group/Organization Type</b>  | Services – Youth Services   |
|    | <b>What section of the Plan was addressed by Consultation?</b>   | Services – Youth Services   |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for Scottsdale Cares funds.             |
| 28 | <b>Agency/Group/Organization</b>   | <b>Valley of the Sun YMCA</b>   |
|    | <b>Agency/Group/Organization Type</b>  | Services – Youth and Family   |
|    | <b>What section of the Plan was addressed by Consultation?</b>   | Services – Youth and Family - Education   |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for Scottsdale Cares funds.             |
| 29 | <b>Agency/Group/Organization</b>   | <b>Duet: Partners in Health and Aging</b>   |
|    | <b>Agency/Group/Organization Type</b>  | Services – Senior Services  |

|  |  |  |
|--|--|--|
|  | <b>What section of the Plan was addressed by Consultation?</b>   | Services – Transportation/In-Home Services   |
|  | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participated in the Human Services Commission virtual public hearings during the annual funding process. Consultation resulted in application for General Funds. |

**Table 2 – Agencies, groups, organizations who participated**

**Identify any Agency Types not consulted and provide rationale for not consulting**

N/A

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

| <b>Name of Plan</b>                                    | <b>Lead Organization</b>            | <b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>                             |
|--|-------------------------------------|---|
| Continuum of Care                                      | Maricopa Association of Governments | Regional homeless shelters and services, supportive housing, services for elderly and disabled                  |
| Annual Action Plan FY 2020/2021                        | Maricopa County HOME Consortium     | Affordable housing preservation, acquisition and rehabilitation of existing housing stock, transitional housing |
| Housing Choice Voucher Annual Agency Plan FY 2020/2021 | City of Scottsdale Housing Agency   | Affordable rental housing, preferences for elderly, disabled and homeless persons                               |
| Regional Human Services Plan                           | Maricopa Association of Governments | Services for victims of domestic violence, the elderly, and disabled and homeless persons                       |

**Table 3 - Other local / regional / federal planning efforts**

## **AP-12 Participation - 91.401, 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The Citizen Participation Process for the development of the FY 2021-22 Annual Action Plan follows processes prescribed in the City of Scottsdale and Maricopa County FY2020-2024 Consolidated Plan Citizen Participation Process. The primary goal of the Citizen Participation Plan is to provide all citizens with adequate notice, access and opportunity to participate in the planning, implementation, and assessment of activities related to the 5-Year Consolidated Plan and subsequent Annual Action Plan.



## Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach           | Summary of response/attendance   | Summary of comments received                             | Summary of comments not accepted and reasons | URL (If applicable)   |
|------------|------------------|------------------------------|--|--|--|---|
| 1          | Public Hearing   | Non-targeted/broad community | Due to the COVID-19 Pandemic, the Community Assistance Office did not present a live Applicant Orientation. A PowerPoint presentation was made available to view, including information that is typically reviewed at the orientation from September 9, 2020 through October 23, 2020. | No public comments were submitted at the public hearing. | N/A  | <a href="http://www.scottsdaleaz.gov/social-services/funding-information">http://www.scottsdaleaz.gov/social-services/funding-information</a> |
| 2          | Public Hearing   | Non-targeted/broad community | Prerecorded presentations were viewed by the Human Services Commission at a public meeting on February 9, 2021. A live Question and Answer Follow Up Session with the Human Services Commission was held at a public meeting on February 11, 2021.                                     | No public comments were submitted at the public hearing. | N/A  | <a href="http://www.scottsdaleaz.gov/boards/human-services-commission">http://www.scottsdaleaz.gov/boards/human-services-commission</a>       |

| Sort Order | Mode of Outreach | Target of Outreach           | Summary of response/attendance   | Summary of comments received                             | Summary of comments not accepted and reasons | URL (If applicable)   |
|------------|------------------|------------------------------|--|--|--|---|
| 3          | Public Hearing   | Non-targeted/broad community | Public hearings before the Human Services Commission were held on March 11, 2021 and March 25, 2021 for informal and formal recommendation of funding allocations.                     | No public comments were submitted at the public hearing. | N/A  | <a href="http://www.scottsdaleaz.gov/boards/human-services-commission">http://www.scottsdaleaz.gov/boards/human-services-commission</a>                           |
| 4          | Newspaper Ad     | Non-targeted/broad community | Public notices on availability of the draft Year 2 Annual Action Plan document and an opportunity for citizen comment was published in the Arizona Republic on Monday, March 22, 2021. | No public comments were submitted at the public hearing. | N/A  |   |
| 5          | Public Hearing   | Non-targeted/broad community | A public hearing before the Scottsdale City Council was held on May 4, 2021 to request approval of the 2020/2024 Year 2 Annual Action Plan.  | No public comments were submitted at the public hearing. | N/A  | <a href="http://www.scottsdaleaz.gov/council/meeting-information/agenda-as-minutes">http://www.scottsdaleaz.gov/council/meeting-information/agenda-as-minutes</a> |

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

#### Introduction

The City of Scottsdale receives federal funding from the Community Development Block Grant. This grant program will bring \$1,214,914 into the city to support affordable housing, homeless, and community development programs and projects in the second program year. Additionally, the City will be receiving an estimated \$62,865 in program income and \$33,033 from prior year funding. (See AP-90)

#### Anticipated Resources

| Program | Source of Funds | Uses of Funds   | Expected Amount Available Year 2 |                    |                          |             | Expected Amount Available Remainder of ConPlan \$ | Narrative Description   |
|---------|-----------------|---|----------------------------------|--------------------|--------------------------|-------------|---|---|
|         |                 |   | Annual Allocation: \$            | Program Income: \$ | Prior Year Resources: \$ | Total: \$   |   |   |
| CDBG    | Public-federal  | Acquisition, Admin and Planning, Economic Development, Housing, Public Improvements and Public Services | \$1,214,914                      | \$68,840           | \$33,033                 | \$1,310,812 | 0   | Expected resources equal the second year CDBG and Program Income times 0. |

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

Federal funds will be leveraged through the ability of service organizations to raise program funds through outside sources, other loan sources needed for housing development activities, and the City's General Fund, where appropriate. Expected non-federal resources include:

- \$160,000 Scottsdale Cares Fund
- \$100,000 Salt River Pima-Maricopa Indian Community (SRPMIC) Fund
- \$8,700 Endowment

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

None currently identified. The City will continue to evaluate opportunities to use public lands for future development.

**Discussion**

The City has programmed approximately \$1.2 million from the CDBG program and program income for the FY 2021 program year. There were \$33,033 prior year resources. These funds will be used to operate a range of private and public services as described later in the Annual Action Plan.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#### Goals Summary Information

| Sort Order | Goal Name  | Start Year | End Year | Category                             | Geographic Area                     | Needs Addressed                    | Funding         | Goal Outcome Indicator  |
|------------|--|------------|----------|--------------------------------------|-------------------------------------|------------------------------------|-----------------|---|
| 1          | Administration   | 2020       | 2024     | Administration                       | Citywide                            | Administration                     | CDBG: \$242,982 | Other: 1 Other  |
| 2          | Affordable Housing<br>Objective 1 -<br>Emergency Repairs | 2020       | 2024     | Affordable Housing                   | Citywide                            | Emergency Assistance               | CDBG: \$196,051 | Homeowner Housing Rehabilitation: 55 Household Housing Units  |
| 3          | Affordable Housing<br>Objective 2 -<br>Housing Rehab     | 2020       | 2024     | Affordable Housing                   | Citywide                            | Housing Repair                     | CDBG: \$500,000 | Homeowner Housing Rehabilitation: 10 Household Housing Units  |
| 4          | Affordable Housing<br>Objective 3 -<br>Roof Repair       | 2020       | 2024     | Affordable Housing                   | Citywide                            | Housing Repair                     | CDBG: \$90,000  | Homeowner Housing Rehabilitation: 7 Household Housing Units   |
| 5          | Non-Housing<br>Community Development<br>Objective        | 2020       | 2024     | Non-Housing<br>Community Development | CDBG<br>Eligible<br>Block<br>Groups | Public and<br>Community Facilities | CDBG: \$81,376  | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 4,280 Persons Assisted |

| Sort Order | Goal Name                | Start Year | End Year | Category                          | Geographic Area | Needs Addressed  | Funding         | Goal Outcome Indicator   |
|------------|--------------------------|------------|----------|-----------------------------------|-----------------|--|-----------------|--|
| 6          | Public Service Objective | 2020       | 2024     | Non-Housing Community Development | Citywide        | Youth Services<br>Homeless Facilities and Case Management<br>Employment Training<br>Mental Health Services/Supportive Services | CDBG: \$190,022 | Public service activities other than Low/Moderate Income Housing Benefit: 716 Persons Assisted |

**Table 6 – Goals Summary**

### Goal Descriptions

| Sort Order | Goal Name  | Start Year | End Year | Category           | Geographic Area | Needs Addressed      | Funding         | Goal Outcome Indicator                                       |
|------------|--|------------|----------|--------------------|-----------------|----------------------|-----------------|--|
| 1          | Administration                                     | 2020       | 2024     | Administration     | Citywide        | Administration       | CDBG: \$242,892 | Other: 1 Other   |
| 2          | Affordable Housing Objective 1 - Emergency Repairs | 2020       | 2024     | Affordable Housing | Citywide        | Emergency Assistance | CDBG: \$196,051 | Homeowner Housing Rehabilitation: 55 Household Housing Units |
| 3          | Affordable Housing Objective 2 - Housing Rehab     | 2020       | 2024     | Affordable Housing | Citywide        | Housing Repair       | CDBG: \$500,000 | Homeowner Housing Rehabilitation: 7 Household Housing Units  |

| Sort Order | Goal Name                                    | Start Year | End Year | Category                          | Geographic Area            | Needs Addressed  | Funding         | Goal Outcome Indicator  |
|------------|--|------------|----------|-----------------------------------|----------------------------|--|-----------------|---|
| 4          | Affordable Housing Objective 3 - Roof Repair | 2020       | 2024     | Affordable Housing                | Citywide                   | Housing Repair   | CDBG: \$90,000  | Homeowner Housing Rehabilitation: 10 Household Housing Units  |
| 5          | Non-Housing Community Development Objective  | 2020       | 2024     | Non-Housing Community Development | CDBG Eligible Block Groups | Public and Community Facilities  | CDBG: \$81,376  | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 7,405 Persons Assisted |
| 6          | Public Service Objective                     | 2020       | 2024     | Non-Housing Community Development | Citywide                   | Youth Services<br>Homeless Facilities and Case Management<br>Employment Training<br>Mental Health Services/Supportive Services | CDBG: \$190,022 | Public service activities other than Low/Moderate Income Housing Benefit: 716 Persons Assisted                      |

## **AP-35 Projects - 91.420, 91.220(d)**

### **Introduction**

The following projects were developed by staff with consultation from non-profit service providers and community input through priorities established with involvement of the community survey.

| #  | Project Name  |
|----|---|
| 1  | Big Brothers Big Sisters Mentoring Program                            |
| 2  | Chicanos Por La Causa, Inc Housing Navigation Services                |
| 3  | Chrysalis Shelter for Victims of Domestic Violence Victims Services   |
| 4  | Family Promise Emergency Shelter Program                              |
| 5  | Florence Crittenton Girl Ranch  |
| 6  | Homeward Bound Integrated Family Services                             |
| 7  | Phoenix Rescue Mission Homeless Outreach and Navigation               |
| 8  | Save the Family Case Coordination and Adult Supportive Services       |
| 9  | Scottsdale Presbyterian Day Relief Center                             |
| 10 | Scottsdale Training and Rehabilitation Services, Inc Employment First |
| 11 | Roof Repair and Replacement   |
| 12 | Emergency Housing Repairs   |
| 13 | Apache Park   |
| 14 | Program Administration  |
| 15 | Green Housing Rehabilitation  |

**Table 7 – Project Information**

### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

The projects listed above were selected from the total of project proposals received through the annual funding process in accordance with their consistency with the priorities established through the 5-Year Consolidated Plan forums and community survey process. These projects meet the needs identified in the Needs Assessment of the 5-Year Consolidated Plan and prioritization process to the extent that funding was available. Organizational competencies were also considered when selecting one project over another, leaning toward those organizations with long-standing histories of successful project management.



## AP-38 Project Summary

### Project Summary Information

|   |  |   |
|---|--|---|
| 1 | <b>Project Name</b>  | Big Brothers, Big Sisters Mentoring Program   |
|   | <b>Target Area</b>   | Citywide  |
|   | <b>Goals Supported</b>   | Public Service Objective  |
|   | <b>Needs Addressed</b>   | Public Services   |
|   | <b>Funding</b>   | CDBG: \$19,063  |
|   | <b>Description</b>   | Through Big Brother Big Sisters of Central Arizona Mentoring program, school-aged youths will meet two to four times a week with their mentor for caring and supportive relationship. |
|   | <b>Target Date</b>   | 6/30/2022   |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 45 Low/Moderate Income Youths   |
|   | <b>Location Description</b>  |   |
|   | <b>Planned Activities</b>  | Scottsdale Mentoring Program  |
| 2 | <b>Project Name</b>  | Chicanos Por La Causa, Inc Housing Navigation Services  |
|   | <b>Target Area</b>   | City Wide   |
|   | <b>Goals Supported</b>   | Public Service Objective  |
|   | <b>Needs Addressed</b>   | Public Services   |
|   | <b>Funding</b>   | CDBG: \$12,281  |
|   | <b>Description</b>   | Housing Navigation Services   |

|   |  |  |
|---|--|--|
|   | <b>Target Date</b>   | 6/30/2022  |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 45 Low/Moderate Income Families  |
|   | <b>Location Description</b>  |  |
|   | <b>Planned Activities</b>  | Through Chicanos Por La Causa, case management services will be provided . |
| 3 | <b>Project Name</b>  | Chrysalis Shelter for Victims of Domestic Violence Victims Services        |
|   | <b>Target Area</b>   | City Wide  |
|   | <b>Goals Supported</b>   | Public Service Objective   |
|   | <b>Needs Addressed</b>   | Public Services  |
|   | <b>Funding</b>   | CDBG: \$22,200   |
|   | <b>Description</b>   | Chrysalis Victims Services   |
|   | <b>Target Date</b>   | 6/30/2022  |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 40 Low/Moderate Income Families  |
|   | <b>Location Description</b>  |  |
|   | <b>Planned Activities</b>  | Chrysalis Victims Services   |
| 4 | <b>Project Name</b>  | Family Promise Emergency Shelter Program                                   |
|   | <b>Target Area</b>   | City Wide  |
|   | <b>Goals Supported</b>   | Public Service Objective   |
|   | <b>Needs Addressed</b>   | Public Services  |

|   |  |   |
|---|--|---|
|   | <b>Funding</b>   | CDBG: \$35,970  |
|   | <b>Description</b>   | Emergency Shelter Program- Managing Director  |
|   | <b>Target Date</b>   | 6/30/2022   |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 350 Low/Moderate Income Families  |
|   | <b>Location Description</b>  |   |
|   | <b>Planned Activities</b>  | Emergency Shelter Program- Managing Director  |
|   |  |   |
| 5 | <b>Project Name</b>  | Florence Crittenton Girl Ranch  |
|   | <b>Target Area</b>   | Citywide  |
|   | <b>Goals Supported</b>   | Public Service Objective  |
|   | <b>Needs Addressed</b>   | Public Services   |
|   | <b>Funding</b>   | CDBG: \$13,750  |
|   | <b>Description</b>   | Through Florence Crittenton's Girl's Ranch, females between the ages of 12-18 years will be provided with 24-hour care and support. |
|   | <b>Target Date</b>   | 6/30/2022   |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 38 Low/Moderate Income Families   |
|   | <b>Location Description</b>  |   |
|   | <b>Planned Activities</b>  | Through Florence Crittenton's Girl's Ranch, females between the ages of 12-18 years will be provided with 24-hour care and support. |

|   |  |  |
|---|--|--|
| 6 | <b>Project Name</b>  | Homeward Bound Integrated Family Services  |
|   | <b>Target Area</b>   | Citywide   |
|   | <b>Goals Supported</b>   | Public Service Objective   |
|   | <b>Needs Addressed</b>   | Public Services  |
|   | <b>Funding</b>   | CDBG: \$12,908   |
|   | <b>Description</b>   | Through Homeward Bound, transitional housing and comprehensive social services will be provided to homeless adults and children. |
|   | <b>Target Date</b>   | 6/30/2022  |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 5 Low/Moderate Income Families   |
|   | <b>Location Description</b>  |  |
|   | <b>Planned Activities</b>  | Through Homeward Bound, transitional housing and comprehensive social services will be provided to homeless adults and children. |
| 7 | <b>Project Name</b>  | Phoenix Rescue Mission Homeless Outreach and Navigation  |
|   | <b>Target Area</b>   | Citywide   |
|   | <b>Goals Supported</b>   | Public Service Objective   |
|   | <b>Needs Addressed</b>   | Public Services  |
|   | <b>Funding</b>   | CDBG: \$20,000   |
|   | <b>Description</b>   | Phoenix Rescue Mission Homeless Outreach and Navigation  |
|   | <b>Target Date</b>   | 6/30/2022  |

|   |  |   |
|---|--|---|
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 100 Low/Moderate Income individuals   |
|   | <b>Location Description</b>  |   |
|   | <b>Planned Activities</b>  | Assisting individuals experiencing homelessness in the City of Scottsdale by identifying the needs of clients and offering the appropriate internal and external services |
| 8 | <b>Project Name</b>  | Save the Family Case Coordination and Adult Supportive Services   |
|   | <b>Target Area</b>   | Citywide  |
|   | <b>Goals Supported</b>   | Public Service Objective  |
|   | <b>Needs Addressed</b>   | Public Services   |
|   | <b>Funding</b>   | CDBG: \$21,600  |
|   | <b>Description</b>   | Through Save the Family Foundation of Arizona's transitional housing program, homeless adults and children will be provided case management and supportive services.      |
|   | <b>Target Date</b>   | 6/30/2022   |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 15 Low/Moderate Income persons  |
|   | <b>Location Description</b>  |   |
|   | <b>Planned Activities</b>  | Through Save the Family Foundation of Arizona's transitional housing program, homeless adults and children will be provided case management and supportive services.      |
| 9 | <b>Project Name</b>  | Scottsdale Presbyterian Day Relief Center   |
|   | <b>Target Area</b>   | Citywide  |
|   | <b>Goals Supported</b>   | Public Service Objective  |

|    |  |   |
|----|--|---|
|    | <b>Needs Addressed</b>   | Public Services   |
|    | <b>Funding</b>   | CDBG: \$19,063  |
|    | <b>Description</b>   | Scottsdale Presbyterian Day Relief Center   |
|    | <b>Target Date</b>   | 6/30/2022   |
|    | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 150 Low/Moderate Income Persons   |
|    | <b>Location Description</b>  |   |
|    | <b>Planned Activities</b>  | Scottsdale Presbyterian's Day Relief Center will provide services with access to meet basic hygienic needs laundry, shower and food |
| 10 | <b>Project Name</b>  | Scottsdale Training and Rehabilitation Services, Inc Employment First   |
|    | <b>Target Area</b>   | Citywide  |
|    | <b>Goals Supported</b>   | Public Service Objective  |
|    | <b>Needs Addressed</b>   | Public Services   |
|    | <b>Funding</b>   | CDBG: \$10,000  |
|    | <b>Description</b>   | Scottsdale Training and Rehabilitation Services, Inc Employment First   |
|    | <b>Target Date</b>   | 6/30/2022   |
|    | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 10 Low/Moderate Income Persons  |
|    | <b>Location Description</b>  |   |

|           |  |  |
|-----------|--|--|
|           | <b>Planned Activities</b>  | Through Scottsdale Training and Rehabilitation Services (STARS), Community Based Vocational Services Program, will provide employment service programming to adults with severe disabilities.  |
| <b>11</b> | <b>Project Name</b>  | Roof Repair and Replacement  |
|           | <b>Target Area</b>   | Citywide   |
|           | <b>Goals Supported</b>   | Affordable Housing Objective 3 - Roof Repair   |
|           | <b>Needs Addressed</b>   | Housing Repair   |
|           | <b>Funding</b>   | CDBG: \$90,000   |
|           | <b>Description</b>   | The City of Scottsdale Community Assistance Office will administer the Roof Repair and Replacement 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 low-moderate income-eligible, owner occupied single-family homeowners with roof repairs and replacement. |
|           | <b>Target Date</b>   | 6/30/2022  |
|           | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 8 Low/Moderate Income Homeowners   |
|           | <b>Location Description</b>  |  |
| <b>12</b> | <b>Planned Activities</b>  | The City of Scottsdale Community Assistance Office will administer the Roof Repair and Replacement 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 low-moderate income-eligible, owner occupied single-family homeowners with roof repairs and replacement. |
|           | <b>Project Name</b>  | Emergency Housing Repairs  |
|           | <b>Target Area</b>   | Citywide   |
|           | <b>Goals Supported</b>   | Affordable Housing Objective 1 - Emergency Repairs   |

|    |  |   |
|----|--|---|
|    | <b>Needs Addressed</b>   | Emergency Assistance  |
|    | <b>Funding</b>   | CDBG: \$196,051   |
|    | <b>Description</b>   | The City of Scottsdale will administer an Emergency Repair Program to provide low-moderate income eligible, owner occupied single-family homeowners with emergency type repairs to maintain the safety and habitability of the household. |
|    | <b>Target Date</b>   | 6/30/2022   |
|    | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 50 Low/Moderate Income Homeowners   |
|    | <b>Location Description</b>  |   |
|    | <b>Planned Activities</b>  | The City of Scottsdale will administer an Emergency Repair Program to provide low-moderate income eligible, owner occupied single-family homeowners with emergency type repairs to maintain the safety and habitability of the household. |
| 13 | <b>Project Name</b>  | Apache Park   |
|    | <b>Target Area</b>   | CDBG Eligible Block Groups  |
|    | <b>Goals Supported</b>   | Non-Housing Community Development Objective   |
|    | <b>Needs Addressed</b>   | Public and Community Facilities   |
|    | <b>Funding</b>   | CDBG: \$81,376  |
|    | <b>Description</b>   | Install new playground equipment and play surfaces.   |
|    | <b>Target Date</b>   | 6/30/2022   |
|    | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 7,405 Low/Moderate Individuals  |



|    |  |   |
|----|--|---|
| 14 | <b>Location Description</b>  |   |
|    | <b>Planned Activities</b>  | Install new playground equipment and play surfaces  |
|    | <b>Project Name</b>  | Program Administration  |
|    | <b>Target Area</b>   | Community Assistance Office   |
|    | <b>Goals Supported</b>   | Administration  |
|    | <b>Needs Addressed</b>   | Administration  |
|    | <b>Funding</b>   | CDBG: \$242,982   |
|    | <b>Description</b>   | Funds budgeted in this category will cover expenditures related to planning and preparing annual plans, performance and evaluation reports, environmental reviews, labor standards reports, activities to affirmatively further fair housing, general administrative staff and equipment costs to operate the CDBG program through the Community Assistance Office. |
|    | <b>Target Date</b>   | 6/30/2022   |
|    | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | N/A   |
|    | <b>Location Description</b>  |   |
|    | <b>Planned Activities</b>  | Funds budgeted in this category will cover expenditures related to planning and preparing annual plans, performance and evaluation reports, environmental reviews, labor standards reports, activities to affirmatively further fair housing, general administrative staff and equipment costs to operate the CDBG program through the Community Assistance Office. |
|    | <b>Project Name</b>  | Green Housing Rehabilitation  |
|    | <b>Target Area</b>   | Citywide  |
|    | <b>Goals Supported</b>   | Affordable Housing Objective 2 - Housing Rehab  |

|  |   |
|--|---|
| <b>Needs Addressed</b>   | Housing Repair  |
| <b>Funding</b>   | CDBG: \$500,000   |
| <b>Description</b>   | The City of Scottsdale Community Assistance Office will administer the Green Housing Rehabilitation Program. This funding will provide assistance to low-moderate income eligible, owner occupied single-family homeowners by repairing and/or replacing items to eliminate structural code violations, prevent incipient code violations, upgrading building components to meet property rehabilitation standards, provide modifications for the disabled and elderly, and provide cost-effective improvements to minimize environmental impact. |
| <b>Target Date</b>   | 6/30/2022   |
| <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 12 Low/Moderate Income Homeowners   |
| <b>Location Description</b>  |   |
| <b>Planned Activities</b>  | The City of Scottsdale Community Assistance Office will administer the Green Housing Rehabilitation Program. This funding will provide assistance to low-moderate income eligible, owner occupied single-family homeowners by repairing and/or replacing items to eliminate structural code violations, prevent incipient code violations, upgrading building components to meet property rehabilitation standards, provide modifications for the disabled and elderly, and provide cost-effective improvements to minimize environmental impact. |

## **AP-50 Geographic Distribution - 91.420, 91.220(f)**

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

Much of the funding from the CDBG program is available for use in any of the CDBG neighborhoods or citywide, depending on the specifics of the designated activities. Additionally, some funding is available according to individual benefit rather than area benefit. It is, therefore, difficult to provide reasonable projections of the distribution of funds by target area. The numbers below are strictly estimates based on experience.

### **Geographic Distribution**

| <b>Target Area</b>                | <b>Percentage of Funds</b> |
|-----------------------------------|----------------------------|
| <b>Citywide</b>                   | <b>94</b>                  |
| <b>CDBG Eligible Block Groups</b> | <b>6</b>                   |

**Table 8 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

The proposed allocation of funds is based on federal funding requirements for each formula-allocated grant. Areas of low to moderate-income concentration and certain areas of high minority concentration are targeted. Areas of concentrated rental housing and deteriorating housing conditions were also considered in the targeting process.

### **Discussion**

The distribution of funds by target area is projected to be primarily citywide due to use of funds for non-profit support and individual benefit-oriented programmatic uses of the funds. The remaining funds are estimated to be spread through smaller CDBG-eligible areas.

## **AP-75 Barriers to affordable housing - 91.420, 91.220(j)**

### **Introduction**

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

### **Discussion**

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:
  - Housing Acquisition and Rehabilitation for Rental Housing
  - Green Housing rehabilitation, roof repair and replacement, and emergency repair assistance to extend the livability of owner-occupied housing.
  - Down Payment assistance for Homeownership assistance through:
    - Housing Choice Voucher FSS escrow accounts
  - Rental Assistance through:
    - Administration of the Housing Choice Voucher Program
  - Affordable rental housing through:
    - Bellevue of Scottsdale multi-family rental units

## **AP-85 Other Actions - 91.420, 91.220(k)**

### **Introduction**

The City currently provides a variety of services to the residents of Scottsdale funded by CDBG allocations and private and City funding bringing additional resources for affordable housing. Below are some of the actions currently performed by the City or under consideration for the future.

### **Actions planned to address obstacles to meeting underserved needs**

The City will continue to look for new funding sources for programs to address underserved needs. Funding is the major obstacle in providing the services needed to focus on the vast variety of issues that prevent families from breaking out of poverty and from living in the most affordable, safe and sanitary housing possible.

### **Actions planned to foster and maintain affordable housing**

When possible and appropriate opportunities exist, the City will explore providing financial assistance for Tax Credit Projects for affordable housing development to expand multi-family rental development projects and homeownership opportunities. Additionally, acquisition, soft costs and site development funds will be used for affordable housing development.

### **Actions planned to reduce lead-based paint hazards**

- Continue to meet HUD lead-based paint abatement standards in housing rehabilitation programs.
- Seek additional funding as it becomes available to provide testing and abatement of lead-based paint hazards in single-family housing where young children are present.
- Expand the stock of lead safe housing units through housing initiatives.

### **Actions planned to reduce the number of poverty-level families**

The Scottsdale Housing Agency's (SHA) Family Self Sufficiency (FSS) Program strives to reduce the number of poverty-level families through the development of services needed to assist individuals and families with educational opportunities, job growth, and life skills training through the various social service agencies operating in the city.

## **Actions planned to develop Institutional structure**

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

- Program delivery
- Housing Rehabilitation Programs
- Home Accessibility Modification through the Emergency Repair Program
- Housing Choice Voucher Program (HCV) rental assistance
- Family Self-Sufficiency Program (FSS)

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

- Regional cooperation in:
  - Maricopa HOME Consortium
  - MAG Continuum of Care Committee on Homelessness and
  - East Valley Needs Assessment
  - Arizona Fair Housing Coalition
- 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
  - Salt River Pima-Maricopa Indian Community Funds
  - Endowment Fund allocations for community projects and programs for the public good

## **Actions planned to enhance coordination between public and private housing and social service agencies**

The City will continue to coordinate planning activities with private housing and social service agencies, including participation in the MAG Continuum of Care meetings, development of the Continuum of Care, and enumeration of point-in-time and homeless surveys. City staff will also continue its participation in other coalitions and study groups as the opportunity arises.

## **Discussion**

The actions are primarily the continuation of what the City is currently doing in the various areas. No major obstacles in the institutional structure have been identified that need to be addressed. The City is

also satisfied with its efforts to coordinate with private housing and social service agencies.

## **Program Specific Requirements**

### **AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)**

#### **Introduction**

#### **Community Development Block Grant Program (CDBG)**

##### **Reference 24 CFR 91.220(l)(1)**

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

|   |          |
|---|----------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed   | \$16,278 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan | 0        |
| 3. The amount of surplus funds from urban renewal settlements   | 0        |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.   | 0        |
| 5. The amount of income from float-funded activities  | 0        |
| Total Program Income  | \$16,278 |

#### **Other CDBG Requirements**

|   |   |
|---|---|
| 1. The amount of urgent need activities | 0 |
|---|---|

#### **Discussion**





## COMMUNITY DEVELOPMENT BLOCK GRANT Roof Repair and Replacement PROGRAM GUIDELINES

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The Roof Repair and Replacement Program provides assistance to homeowners in Scottsdale to repair or replace deteriorated roofs for qualified homeowners. Deteriorated conditions include those posing a serious threat to the health, safety or welfare of the household or affecting the immediate livability of the home. Assistance shall be granted based on priority and eligibility.

The level of assistance is limited solely to the amount required to address the specific repairs necessary to alleviate the immediate livability of the home. The maximum amount of assistance per household may not exceed \$15,000. Assistance for this program is provided on a one-time basis. All persons receiving assistance under this program are ineligible to receive future assistance from this program.

Homes in need of more extensive, but less urgent repairs and/or replacement that are not eligible for the Roof Repair Program (such as cabinetry, upgrading electrical systems or addressing aging heating/cooling systems that are operable) may be addressed through the Housing Rehabilitation Program.

### **Eligibility Standards**

The Roof Repair and Replacement program is only available to income eligible, homeowner-occupied applicants. Assistance is provided to those applicants who meet low and moderate-income standards, mandated by The Department of Housing and Urban Development (HUD.) These guidelines are frequently updated and reflect two income categories based on family size. One is 80% of the Phoenix SMSA median income (moderate income) and the other is 50% (low income.) Eligibility for the Roof Repair and Replacement program or determination of ineligibility is based on the total gross annual income for the household size in accordance with HUD's income standards. Income qualification is required, even if the applicant is certified as disabled or elderly.

In addition to meeting the income guidelines, applicants must have owned and lived in their homes as their primary residence for the preceding year immediately prior to applying and being qualified for participation in the program. Persons, who use their home to conduct business or as rental property, in whole or in part, are ineligible to participate in the program.

There are special requirements for City employees, elected officials and their relatives and for non-profit rehabilitation providers and their relatives. These requirements, which relate to conflicts of interest, include making public disclosure, obtaining a ruling by the City Attorney and submitting materials for review by HUD. In all cases where an apparent conflict of interest exists, HUD will make a finding regarding the eligibility of the applicant. Assistance shall not be granted unless approved by HUD. The conflict of interest process may add, at minimum, forty-five (45) days to the eligibility process.

Applicants shall acknowledge the Housing Rehabilitation Programs are not entitlement programs. The City reserves the right to delay, postpone or deny participation in any of the programs for 5 years. At all times participation requires adherence to terms of the Construction

Contract, Program Guidelines, Code of Conduct, applicable Federal Program regulations and any other Program documents.

### **Program Operation**

The Program shall provide roof repairs and/or replacement for owner-occupied, income-eligible households within the City of Scottsdale. Eligible repairs and/or replacement shall be made to roof components that affect the immediate livability of the home, as determined by the Housing Rehabilitation Specialist. Repairs and/or replacement are limited to the following types of assistance:

- Leaking systems
- Severely deteriorated and structurally dangerous

### **Application Process**

#### *1. Request for Application*

Homeowner's requesting assistance shall request a Roof Repair and Replacement Application packet through the City's Community Assistance Office. The application packet will include a cover letter explaining the assistance process, an application for assistance and an income questionnaire. The completed application and income questionnaire shall be returned to the Community Assistance Office with copies of the following information, as indicated in the cover letter:

- Authorization for the Release of Information
- Deed to property
- 2020/2021 Property Tax Valuation
- Most Recent Signed Federal & State Income Tax Returns, including W-2s & 1099s
- Last three (3) Pay Stubs for employment
- Last three (3) Bank Statements (include all pages of each statement)
- Most current Benefit Award letters (Social Security, Disability, Pension, Retirement, Child Support, Alimony, Welfare or other public assistance, Unemployment/Workers Compensation)
- Last three (3) statements (include all pages of each statement) of the following Assets: Investments, Stocks, Bonds, IRA's, CO's, Money Market, Trusts, Life Insurance, Real Estate)
- Most current Utility Statement, include all that apply (Electric, Water, Gas)
- Copy of driver's license or birth certificate

Assistance shall not be considered to those applicants whose applications are either:

1) incomplete or 2) all required income and homeownership documentation has not been submitted. Homeowners shall be notified that their applications shall not be considered, and assistance may not be granted until the requested information has been received.

The City's Housing Rehabilitation Specialist shall review the request for roof assistance and shall determine the eligibility of the repairs/replacement requested. Repairs determined ineligible for assistance through the Roof Program shall not be considered for assistance and may be referred to the Housing Rehabilitation Program and/or the Emergency Repair Program.

## **2. Processing of Application**

Upon receipt of application and all required income and homeownership information, a Community Grants Specialist shall review the documents. All applications will be evaluated based on priority and shall include (at minimum):

- Homeowner's Application
- Maricopa County Recorder's Office ownership and property tax information
- Environmental Review
- Financial and ownership documents as provided by applicant
- Additional information necessary as determined by the City's Community Grants Specialist

A Community Grants Specialist will review the applicant's income and homeownership information to determine the client's eligibility (or ineligibility). The applicant's income shall be calculated to determine the total gross household income for the upcoming twelve (12) months. Determination of income eligibility shall be in accordance with the HUD income guidelines. If determined ineligible or the application is deemed incomplete, applicants may re-apply 6 months after the determination of ineligibility.

The Program reserves the right to seek third party verification for income, ownership and household composition. Credit reports may be requested and processed on each person whose property receives assistance.

If IRS tax liens or tax certificates are found, the applicant will automatically be disqualified for assistance, unless written satisfaction of lien is presented to the Community Assistance Office. Falsification of income and other required information requested is grounds for disqualification and may result in a \$15,000 fine and one year in prison.

## **3. Receiving Assistance**

Upon eligibility, the Housing Rehabilitation Specialist shall schedule an appointment to inspect the applicants' property to evaluate the repairs requested.

A lead-based paint inspection and/or risk assessment shall be conducted by a licensed lead consultant company on all homes built prior to 1978. Painted surfaces that will be affected as a result of the repairs and/or replacement shall be tested for lead based paint. The Housing Rehabilitation Specialist shall develop a scope of work. The scope shall also include appropriate measures to address lead-based paint findings in accordance to all federal regulations. The scope of work shall be solicited for bid in accordance to the City's procurement requirements.

In compliance with federal regulations, rehabilitation projects in residential buildings having 5 or more dwelling units require an asbestos inspection and /or assessment. Associated costs of abatement will be included in all rehabilitation contracts. If abatement costs exceed the program maximum, assistance may not be feasible.

The homeowner and Housing Rehabilitation Specialist will evaluate the bids as submitted. There shall be a minimum of two (2) bids for each project over \$2,000. If two (2) bids are not received, the job will be re-bid. The bidding contractor must preview the work specified at the property prior to submitting a bid.

The lowest "responsive"<sup>1</sup>, responsible contractor is awarded the project. If the low bidding contractor declines the project the contract will be offered to the next lowest bidding contractor.

Upon receipt of two (2) bids, a contract and notice to proceed shall be executed between the applicant and the contractor who will be performing the work. The Housing Rehabilitation Specialist shall monitor the progress and completion of work in accordance to the scope of work, the contract documents and the program guidelines. Upon completion of all work, a final inspection shall be conducted, and the homeowner shall sign a certificate of completion. Payment shall be submitted to the contractor upon final completion of work and receipt of the signed certificate of completion from the homeowner. All work shall be completed within fourteen (14) calendar days from date of the notice to proceed.

#### *4. General Program Requirements*

All contractors who wish to bid on jobs shall be licensed with the Registrar of Contractors; be bonded and insured; and shall hold a city sales tax privilege tax license. The Program reserves the right to exclude any contractor who has unresolved complaints with the Registrar of Contractors office, who has not performed in accordance to the Program's general conditions, bid instructions or contractor application.

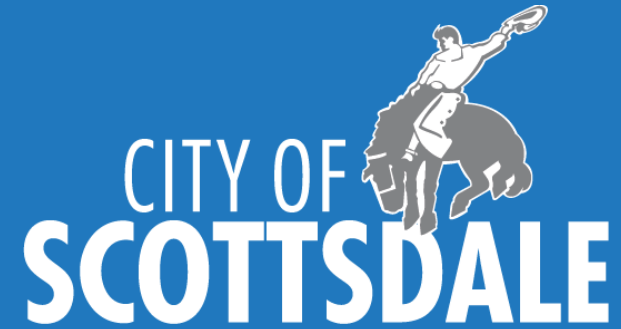
All contractors are required to provide a two-year workmanship warranty on all work performed through the Program, as set forth by the Arizona Registrar of Contractors. The homeowner is responsible to contact the contractor for any warranty-related problems. If the homeowner does not feel that the contractor has lived up to warrantee obligations, their appeal is to the Arizona Registrar of Contractors and not to the City of Scottsdale.

Any changes to the scope of work shall be documented through a Change Order and shall address only those changes necessary to correct unforeseen health and safety issues affecting the immediate livability of the home. Change Orders shall be processed after the contractor submits the required documentation and has obtained both the contractor's and homeowner's signatures. The Change Order also requires the signatures of the Housing Rehabilitation Specialist and Community Assistance Manager.

Applicants receiving assistance through the Roof Repair and Replacement Program may also participate in the Housing Rehabilitation and Emergency Repair Program.

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<sup>1</sup> \*"Responsive" means that the contractor has met the contractor qualifications, that the bid has been submitted on time and includes all work, including addenda.



**Public Hearing**  
**Community Development Block Grant (CDBG) Program Fiscal**  
**Year (FY) 2021/2022 Annual Action Plan and the Allocation of**  
**CDBG and HOME Investment Partnership (HOME) Funds**

**Adopt Resolution No. 12080**

**City Council Meeting – May 4, 2021**

# Community Development Block Grant (CDBG)

The Community Development Block Grant (CDBG) Program provides annual grants on a formula basis to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

# HOME Investment Partnership Program (HOME)

Grant to implement local housing strategies designed to increase homeownership and affordable housing opportunities for low and very low-income Americans.

# **FY 21/22 Annual Action Plan Public Process**

**March 11, 2021**      **Human Services Commission – Funding discussion & informal funding recommendations**

**March 25, 2021**      **Human Services Commission - Formal funding recommendations**

**May 4, 2021**      **City Council - Public Hearing**

**May 15, 2021**      **Annual Action Plan due to HUD**

**July 1, 2021**      **FY 21/22 funding effective date**



# Funding Allocations FY 21/22

## Community Development Block Grant (CDBG)

### Available Funding

\$ 1,214,914 FY 21/22 Allocation

\$ 95,898 Program Income & Reprogrammed Funds

\$ 1,310,812 Total Funds Available

### Award Recommendations

\$ 1,057,449 Programs & Services

\$ 242,983 Planning & Admin

\$ 1,300,432 Total Funds Recommended for Award

\$10,380 will be reprogrammed in FY 2022/2023

# Funding Allocations FY 21/22

## HOME Investment Partnerships Program

### Available Funding

\$ 344,125      FY 21/22 Allocation

\$ 323          Program Income

\$ 344,448

### Award Recommendations

\$ 321,485      Awarded for Programs

\$ 21,507      Planning & Admin

\$ 342,992      Total Funds Recommended for Award

\$ 1,456 will be reprogrammed in FY 2022/2023

# CDBG FY 21/22 Recommendations

|   |                          |
|---|--------------------------|
| <b>Public Services</b>  | <b>\$190,022</b>         |
| Youth, Domestic Violence Victims,<br>Seniors, Disabled and Homeless |                          |
| <b>Non-Public Services - Housing</b>                                | <b>\$786,051</b>         |
| Housing Rehabilitation, Emergency and Roof Repair Programs          |                          |
| <b>Non-Public Services- Facilities/Improvements</b>                 | <b>\$81,376</b>          |
| Improvements to Apache Park   |                          |
| <b>Program Administration</b>                                       | <b><u>\$ 242,983</u></b> |
| <b>Total Funds Awarded</b>  | <b>\$1,300,432</b>       |

# HOME FY 21/22 Recommendations

|                        |                  |
|------------------------|------------------|
| Housing Acquisition    | \$321,485        |
| Program Administration | <u>\$ 21,507</u> |

|                     |            |
|---------------------|------------|
| Total Funds Awarded | \$ 342,992 |
|---------------------|------------|

# Action Requested

Adopt Resolution No. 12080 to approve the FY 2021/22 Annual Action Plan and authorize the:

- Use, award, and allocation of CDBG and HOME funds for eligible programs and services and associated contracts;
- Reprogramming of prior years' remaining funds and the return of program income;
- An amendment to the Roof Repair and Replacement Program Guidelines;
- Associated HUD certifications and contracts; and,
- Mayor, City Manager, and Community Assistance Manager to take certain actions furthering this Resolution.