

RESOLUTION NO. 12451

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, APPROVING THE USE, AWARD, AND ALLOCATION OF FEDERAL CDBG FUNDS FOR ELIGIBLE PROGRAMS AND SERVICES AND AUTHORIZING ASSOCIATED CONTRACTS; APPROVING THE FY 2022/23 ANNUAL ACTION PLAN AND THE FOURTH SUBSTANTIAL AMENDMENT TO THE FY 2019/2020 ANNUAL ACTION PLAN; AUTHORIZING THE REPROGRAMMING OF PRIOR YEARS' REMAINING FUNDS AND THE RETURN OF PROGRAM INCOME; AUTHORIZING ASSOCIATED HUD CERTIFICATIONS AND CONTRACTS; AND AUTHORIZING THE MAYOR, CITY MANAGER, AND 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) Programs which assists low- and moderate-income Scottsdale citizens;

WHEREAS, for FY 2022/23, the City anticipates receiving \$1,118,227 in CDBG funds plus \$11,976 in program income and \$67,866 in reprogramming from prior years' grants and program income, resulting in an estimated \$1,198,070 of total CDBG funds;

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

WHEREAS, due to changed priorities in the FY 19/20 Annual Action Plan, HUD requires the City to approve and submit an amendment action plan after soliciting public input;

WHEREAS, at public meetings on February 10, 2022 and February 24, 2022, 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 2022/23 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 2022/23 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	\$ 167,734
Housing Activities	\$ 276,848
Public Facilities & Improvements	\$ 450,000
Program Administration	\$ 239,614
Unallocated funds to be reprogrammed in FY 2023/24	\$ 63,874
Total CDBG Activities	\$ 1,198,070

Section 3. 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 4. 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 programs.

Section 5. The City Council approves the Fourth Substantial Amendment to the FY 2019/2020 Annual Action Plan and authorizes the City Manager or designee to submit the Amendment to HUD.

Section 6. Contingent upon the City receiving the necessary CDBG funds and the organizations' successful performance of their contract obligations, the City Council authorizes and approves FY 2022/23 funding as reflected in Exhibits A and B to this Resolution.

Section 7. 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 2022/23 CDBG funding and the final negotiation of scopes of work and contract terms.

Section 8. 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 3 day of May, 2022.

ATTEST:

Ben Lane  
Ben Lane, City Clerk

CITY OF SCOTTSDALE, an Arizona  
municipal corporation

David D. Ortega  
David D. Ortega, Mayor

APPROVED AS TO FORM:

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

**CITY OF SCOTTSDALE  
FUNDING RECOMMENDATIONS FOR FY 2022/23  
CDBG FUNDING**

**EXHIBIT A**

**CITY OF SCOTTSDALE  
FUNDING RECOMMENDATIONS FOR FY 2022/23  
CDBG AND HOME FUNDING**

**CDBG FUNDS**

Estimated FY 2022/23 Allocation from HUD	1,118,227
Add Program Income Percentage Set Aside for Public Services	11,976
Add Program Income and Remaining Reprogrammed Funds	67,866
<b>Total CDBG Available</b>	<b>1,198,070</b>

Public Services	167,734
Housing Activities	276,848
Public Facilities	450,000
Program Administration	239,614
<b>Total CDBG Projects</b>	<b>1,134,196</b>
<b>Amount to be reprogrammed in FY 2023/24</b>	<b>63,874</b>

**HOME FUNDS**

Estimated Net Allocation from HUD through Maricopa Consortium	-
Add Program Income	-
<b>Total HOME Available</b>	<b>-</b>

Acquisition of Real Property	-
Estimated Program Administration (5% of Scottsdale Allocation prior to MCC Admin. fee)	-
<b>Total HOME Projects</b>	<b>-</b>
<b>Amount to be reprogrammed in FY 2023/23</b>	<b>-</b>

**RECAP OF CDBG PROJECTS TOTALING \$1,134,196**

<b>CDBG Funds - Public Services:</b>	<b>\$167,734</b>		
Big Brothers Big Sisters of Central AZ		Scottsdale Mentoring Program	9,000
Chrysalis Shelter for Victims of Domestic Violence, Inc.		Chrysalis Victims Services	3,584
Community Bridges		CBI Navigation	25,939
Family Promise		Emergency Shelter Program	30,314
Florence Crittenton		Girls Ranch Scottsdale	15,000
Phoenix Rescue Mission		Homeless Outreach and Navigation	22,172
Save the Family Foundation of Arizona		Case Coordination and Adult Supportive Servi	12,960
City of Scottsdale Police Department		District 1 Parks Crime Prevention	48,765
<b>Total CDBG Public Services</b>			<b>167,734</b>
<b>CDBG Funds - Housing Activities:</b>	<b>\$276,848</b>		
City of Scottsdale		Green Housing Rehabilitation Program	57,137
City of Scottsdale		Roof Repair & Replacement Program	150,000
City of Scottsdale		Emergency Home Repair Program	69,711
<b>Total CDBG Housing Activities</b>			<b>276,848</b>
<b>CDBG Funds - Facilities &amp; Public Improvements :</b>	<b>\$450,000</b>		
City of Scottsdale Streets Department		Pavement Reconstruction	450,000
<b>Total CDBG Public Facilities</b>			<b>450,000</b>
<b>CDBG Funds - Administration and Planning:</b>	<b>\$239,614</b>		
City of Scottsdale		Administration and Planning	239,614
<b>Total CDBG Administration and Planning</b>			<b>239,614</b>
<b>TOTAL CDBG FUNDS</b>			<b>1,134,196</b>

<b>RECAP OF HOME PROJECTS TOTALING \$:</b>	<b>0</b>
<b>HOME Funds - Acquisition of Real Property: \$3:</b>	<b>0</b>
Affordable Rental Movement (ARM) of Save the Family - Acquisition and Rehabilitation Program	-
<b>Total HOME Acquisition/Rehab</b>	<b>-</b>

<b>HOME Funds - Administration and Planning: \$</b>	<b>0</b>
City of Scottsdale, HOME Program Administration and Planning	-
<b>Total HOME Administration and Planning</b>	<b>-</b>
<b>TOTAL HOME FUNDS</b>	<b>-</b>

## EXHIBIT B

### CITY OF SCOTTSDALE PROJECTS RECOMMENDED FOR FY 2022/23 FUNDING

**CDBG FUNDING- \$1,134,195 ( \$1,118,227 FY 2022/23 allocation + \$15,968 reprogrammed funds and program income for a total of \$1,134,195 available; remaining funds of \$63,874 will be reprogrammed in FY 2023/24 to eligible programs)**

#### **PUBLIC SERVICES**

**Big Brothers, Big Sisters of Central Arizona (BBBSAZ) -Scottsdale Mentoring Program \$9,000.**  
Through the Scottsdale Mentoring program, adult mentos will be provided to approximately 22 children ages 6-15 of low-income families who can benefit from a caring and supportive relationship.

**Chrysalis Shelter for Victims of Domestic Violence inc. – Victim Services \$3,584**  
Funding will provide case management services to 40 victims of domestic abuse and transitional housing.

**Community Bridges Inc. -Outreach and Navigation / Day Relief Center - \$25,939**  
Housing Navigation Services, engage and enroll homeless persons living in Scottsdale public places and facilitate their voluntary relocation into available housing and/or connect them to needed services and other supports.

**Family Promise- Emergency Shelter Program \$30,314**  
Homeless Shelter Bed Nights to 199 families which Includes safe shelter, food, basic needs, clothing, childcare, transportation, case management, cash flow training, employment referrals, and housing assistance.

**Florence Crittenton Services of Arizona-Girls Ranch Scottsdale \$15,000**  
Through Florence Crittenton's Girl's Ranch, 32 females between the ages of 12-18 years will be provided with 24-hour care and support.

**Phoenix Rescue Mission-Outreach and Navigation \$22,172**  
Assisting individuals experiencing homelessness in the City of Scottsdale by identifying the needs of clients and offering the appropriate internal and external services.

**Save The Family Foundation of Arizona (STF)-Case Coordination of Homeless Families and Adult Services -\$12,960**  
Through Save the Family Foundation of Arizona's transitional housing program, 15 homeless adults and children will be provided case management and supportive services.

**City of Scottsdale Police Department-District 1 Crime Prevention \$48,765**

Surveillance cameras at two City of Scottsdale parks to deter and investigate crime. A Public Service Announcement and neighborhood awareness. 35,370 residents are located within the low-moderate area benefit service area.

**NON-PUBLIC SERVICES-HOUSING/FACILITY IMPROVEMENTS**

**City of Scottsdale-Green Housing Rehabilitation Program \$51,137**

The City of Scottsdale Community Assistance Office will administer the Green Housing Rehabilitation Program. This funding will aid 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.

**City of Scottsdale – Roof Replacement and Repair Program \$150,000**

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 aid low-moderate income-eligible, owner-occupied single-family homeowners with roof repairs and replacement.

**City of Scottsdale- Emergency Housing Repair Program \$69,711**

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.

**City of Scottsdale -Streets Improvement \$450,000**

The pavement reconstruction and ADA upgrades project will serve low-moderate income families living in the neighborhoods of Cox Heights and Pima Meadows. The streets to be reconstructed are Holly Street, 87<sup>th</sup> Place, Cypress Street, Monte Vista Road and Dianna Drive. 7,350 Scottsdale residents are located within the low-moderate benefit service area.

**PROGRAM ADMINISTRATION COSTS \$239,614**

**Scottsdale Community Assistance Office-Administration and Planning \$239,614**

Funds budgeted in this category will cover expenditures related to planning and preparing annual plans, performance and evaluation reports, environmental reviews, labor standards report, activities to affirmatively further fair housing, general administrative staff and equipment costs to operate the CDBG program through the Community Assistance Office.

**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 2022, 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 xx/100 (\$XX,XXX.XX)**. 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 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 CDGB 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 of 2 C.F.R. Part 230, as applicable, establish and/or maintain accounting systems to assure that it is audited and that those audits meet the requirements of 2 C.F.R. Part 215 and comply with the audit requirements of Subpart F of the Uniform Grant Guidance 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 monthly written reports of its activities 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 monthly performance reports in the form, with the content and at the times required by the City. Unless modified by the City, Subrecipient shall

submit monthly performance reports in the form as shown in Exhibit B and including the supporting documentation as 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.
18. Not begin the Project until after receiving a Notice to Proceed from the City indicating that all environmental reviews have been completed.
19. Within 30 days of signing this Agreement, obtain from SAM.gov and provide to the City a Unique Entity Identifier (“UEI”) which Subrecipient shall keep active through the duration of this Agreement.

**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.
5. Verify Subrecipient’s UEI is active and in good standing prior to issuing a Notice to Proceed.

**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 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.
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.
3. Subrecipient shall comply with the City of Scottsdale's Non-discrimination and Anti-harassment Policy as set forth in Chapter 15 of the Scottsdale Revised Code which prohibits discrimination because on actual or perceived race, color, religion, sex, age, disability, national origin, sexual orientation or gender identity.

**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 Manager, who at the time of the execution of this Agreement is Irma Hollamby Cain, 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 Cain
Title:	Community Assistance Manager
Address:	Paiute Neighborhood Center 6535 E Osborn Rd., Bldg. #8
City/Town:	Scottsdale, AZ 85251
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: \_\_\_\_\_  
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  
Assistant City Manager

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

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

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

**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
<b>Very Low Income (0 – 30% of median income)</b>	
<b>Low Income (31 – 50% of median income)</b>	
<b>Low-Moderate Income (51 – 80% of median income)</b>	
<b>Moderate Income (81% or greater of median income)</b>	
<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:</i> Assistance with disability claims.	<i>Example:</i> Clients have increased financial self-sufficiency.	<i>Example:</i> By June 30, 2023, 15 clients have started to receive appropriate benefits.	<i>Example:</i> File is considered complete upon receipt of award letter.

**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.)



## 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 and performance reporting 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 timecards (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 # 2022-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**  
 (subject to change to reflect the most current HUD guidelines)

**Effective Date: July 1, 2020**

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

Household Size (persons)	CDBG/HOME		
	Table A 30%	Table B 50%	80%
<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>

**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	_____	_____	_____
<b>TOTAL PROGRAM EXPENSES</b>	_____	_____	_____



### **City of Scottsdale Performance Report**

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

<b>Agency Name</b>	<b>Project/Program Name</b>	<b>Contact Person &amp; Phone Number</b>

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

<b>Total Unduplicated Number Assisted During Reporting Period</b>	
---	--

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				
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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)		
<b>Total</b>	<b>0</b>	<b>0</b>

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)		

<b>Narrative</b>
------------------

## 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 \$2,000,000 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 \$2,000,000 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 \$1,000,000 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 2022/23 Subrecipient Agreement*



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 no-violent civil rights demonstrations within its jurisdiction;
10. To the best of its knowledge and belief:
  - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, grant, loan, or cooperative agreement;
  - (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
  - (c) It will require that language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
11. It will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the 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.