C-11392
11/23/2016

CITY CLERK
ORIGINAL

CITY OF GLENDALE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SUBRECIPIENT AGREEMENT – NONPROFIT CORPORATIONS
COMMUNITY DEVELOPMENT BLOCK GRANT
(ACTIVITY TYPE: Public Services)
FY 2016-2017

THIS SUBRECIPIENT AGREEMENT ("Agreement") is executed this 23rd day of November, 2016 by and between Community Legal Services, Inc., an Arizona nonprofit corporation ("Subrecipient"), and the City of Glendale, an Arizona municipal corporation (the "City").

RECITALS

City has entered into a grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct the Community Development Block Grant ("CDBG") pursuant to the Housing and Community Development Act of 1974, as amended, and 24 C.F.R. Part 570, and the Rules and Regulations of HUD governing the conduct of CDBG programs, found at Title 24 of the Code of Federal Regulations ("CFR"), as amended, (the "Rules and Regulations");

As provided in the Rules and Regulations, City is authorized to contract by subgrant agreement with public entities or private non-profit entities for qualified activities and projects; and City desires to reimburse Subrecipient for conducting the Activity through the distribution of HUD Community Development Block Grant reimbursement funds ("CDBG Funds" or "CDBG Funding").

Subrecipient desires to conduct Activity in accordance with this Agreement that will principally serve low and moderate-income persons within the community.

City and Subrecipient agree that the Activity meets a priority need identified in the City's Five-Year Consolidated Plan and the CDBG Funds designated for the Activity constitute reasonable and prudent assistance necessary for the completion of the Activity.

City finds that a public purpose is served by the financial participation of the City and the CDBG Funding designated for Subrecipient

AGREEMENT

In consideration of the mutual promises, payments and other provisions hereof, City and Subrecipient agree as follows:

1. Subrecipient Services.

1.1 Subrecipient will implement, operate, and/or complete – including providing all necessary or reasonable labor, materials, services, supervision, tools, equipment, licenses, and permits necessary to operate the – Removing Barriers to Justice for Low-Income Glendale Residents (the "Activity"), which is further defined with specificity in Exhibit A, Scope of Activity, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these Funds.

1.2 City may provide technical assistance upon request to Subrecipient in order for Subrecipient to assure it complies at all times with applicable federal provisions governing the use of CDBG Funds.

1.3 Activities funded by CDBG are limited to the eligible activities as defined in 24 CFR Part 570.

1.4 The City will monitor the performance of the Subrecipient against goals and estimates as outlined in the Scope of Activity. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures may be initiated.

2. **Agreement Term.**
This Agreement is effectiveJuly 1, 2016 and will terminate on June 30, 2017. This Agreement may be amended at any time during the grant term if it is deemed by both parties to be advantageous to the mission of the grant program.

3. **Grant Reimbursement.**
3.1 The City agrees to reimburse the Subrecipient for the full performance of this Agreement and the actual conduct of the Activity specified herein a total subgrant amount not to exceed $12,529.00. This amount constitutes the entire consideration for the City's participation in the performance and completion of all work to be performed for this Activity under this Agreement.

3.2 CDBG Funding under this Agreement will be made available in accordance with Exhibit B, Billing and Reporting Information, in such amounts and incremental distributions that are approved by the City for various phases of work.

3.3 Subrecipient's final request for financial assistance under this Agreement must be submitted to the City within fifteen (15) days of the expiration or termination of this Agreement.

3.4 Subrecipient must make a concerted, good-faith effort to expend the total CDBG Funding amount specified above within the Agreement Term stated in Section 2. The Subrecipient's costs and expenditures, however, shall not exceed the total Funding amount. The City shall not be liable for or reimburse the Subrecipient for any extra costs or overruns on the Activity, or any additional funding in excess of the total amount stated above.

3.5 Reversion of Assets. Subrecipient will return to the City, upon expiration or termination of this Agreement, any CDBG Funds that have not been expended, all Program Income, and any accounts receivable resulting from the use of CDBG Funds, including Program Income, within thirty (30) days after the end of the Agreement Term. Any Funds held by the City at the end of the Agreement Term or refunded to the City shall be reallocated by the City.

3.6 Program Income.
a. Any Program Income, as that term is defined by 24 CFR 570.500, that is received by Subrecipient prior to grant close-out will be used to offset payment due in an amount directly proportional to the prorated share of CDBG Funds used as set forth in 24 CFR 570.504.

b. Under this Agreement, "Program Income" refers solely to gross income directly generated from the use of CDBG Funds made available under this Agreement and includes, but is not limited to, income received from the clients served for services performed or disposition of materials purchased with CDBG Funds. Documentation supporting the amount of Program Income received will be submitted with monthly billings.

3.7 Indirect Costs.
Before seeking reimbursement for indirect costs, Subrecipient shall develop an indirect cost allocation plan for determining Subrecipient's appropriate share of administrative costs in accordance with 2 CFR Part 200 and shall submit such plan to the City for approval.

4. **Availability of Funds.**
4.1 The provisions of this Agreement relating to the payment for services shall become effective when CDBG Funds assigned for the purpose of compensating the Subrecipient, as provided herein, are actually available to the City for disbursement.

4.2 If any action is taken by the federal government to suspend, decrease or terminate its fiscal obligation under, or in connection with this Agreement, the City may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the City shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The City shall give written notice of the effective date of any suspension, amendment or termination under this section.

Notice shall be deemed effective upon Subrecipient when received or three days after postmarked by mail carrier, whichever is sooner.

5. Subrecipient Warranties and Representation.

The Subrecipient certifies:

5.1 Subrecipient is a duly organized non-profit corporation under the laws of Arizona. Subrecipient maintains, and will continue to maintain throughout the term of this Agreement, a designation under state and federal law as a tax-exempt, nonprofit corporation.

5.2 Subrecipient's 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.

5.3 Subrecipient possesses legal authority to execute this Agreement.

5.4 Subrecipient intends to provide the service for which funds are granted under this Agreement for at least the Agreement term.

5.5 Subrecipient will utilize normal and customary practices for the delivery of the Subrecipient Activity, and provide a level of service that is consistent with the level of service for similar activities administered by the Subrecipient exclusive of this Agreement as defined by the Scope of Activity attached in Exhibit A.

5.6 That the Activity assisted under this Agreement is designed to give maximum feasible priority to activities that benefit low and moderate-income persons and families as defined in Exhibit D. Subrecipient must follow HUD guidelines for determining that persons and families meet the definition of low and moderate-income.

5.7 That the Activity will be carried out and administered in compliance with all federal laws and regulations as described in Exhibit C. Subrecipient will comply with all requirements of Title 24 CFR Part 570 and all other federal, state and local laws, and regulations and policies governing the Funds provided under this Agreement. Subrecipient will utilize CDBG Funds available under this Agreement to supplement rather than supplant funds otherwise available.

5.8 Subrecipient is independent of the City in all respects and is not an agent of the City and must not in any way represent itself as an agent of the City. The relationship of City and Subrecipient under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law. Nothing contained in this Agreement shall be construed to create the relationship between City and Subrecipient of employer and employee, partners or joint ventures. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance, as the Subrecipient is an independent contractor.

5.9 Subrecipient is not currently engaged in, and agrees that for the duration of this Agreement it will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

6. Compliance with Laws and Regulations.

6.1 The Subrecipient will comply with the CDBG regulations as set forth in 24CFR Part 570 and all applicable federal, state and local laws, statutes, ordinances, administrative rules, building codes, regulations and lawful orders of any public authority bearing on the performance of the Activity pursuant to this Agreement; including, but not limited to, 24 CFR Part 5, 2 CFR Part 200, and those identified in Exhibit C Federal Laws and Regulations.

6.2 <u>Community Development Act of 1974</u>.

a. Subrecipient acknowledges that the funds being provided by the City for the Activity are distributed pursuant to the Housing and Community Development Act of 1974, as amended, and 24 CFR Part 570.

b. Subrecipient's use of the Act's funds must be in accordance with the Act and all regulations that apply to the use and handling of the Act's funds by the Subrecipient; and

c. Subrecipient will comply with, and require all subcontractors paid with CDBG Funds provided by this Agreement to comply with, all of the applicable provisions of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570, and the Special Conditions for activities assisted pursuant to Title I of the Community Development Act of 1974.

6.3 Uniform Administrative Requirements. The Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Final Guidance and the provisions of 2 CFR Part 200.

6.4 Single Audit Act Requirements. If Subrecipient receives federal funds that, in the aggregate, equal or exceed the threshold identified in the Uniform Administrative Requirements, the Subrecipient must have an annual single audit in compliance with the Single Audit Act of 1984, as amended (Public Law No. 98-502 (codified at 31 U.S.C. §§7501, et. Seq.) Subrecipient shall comply with 2 CFR Part 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County when completed but no later than nine months following the close of the fiscal year. Subrecipient shall take corrective actions on any issues noted during the audit within six months of the date of receipt of the reports. The City shall consider sanctions as described in 2 CFR 200.505 if the Subrecipient is not in compliance with these audit requirements.

If Subrecipient receives an audit other that a single audit, Subrecipient must file a copy of the audit with the City upon request.

6.5 Conflicts of Interest. Both parties acknowledge that no member of the governing body of the City or any employee of the City who exercises any functions or responsibilities in connection with the carrying out of the Activity to which this Agreement pertains has any personal interest direct or indirect in this Agreement.

6.6 Certifications.
Subrecipient must execute the following certifications, which are attached as Exhibit F, Certifications:

a. Policy of Nondiscrimination on the Basis of Disability.

b. Anti-Lobbying, Section 319 of Public Law 101-121.

c. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms.

d. Drug-Free Workplace Act of 1988.

e. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

6.7 Procurement. As applicable, Subrecipient will comply with the Federal Procurement Code, and the City's procurement, mediation and right of refusal requirements. All program assets (unexpended Program Income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

6.8 Environmental Review. The City will complete all environmental review requirements as required by 24 CFR Part 58. The Subrecipient will comply with all applicable Federal, State and local environmental laws applicable to this activity, and will work with the City to ensure compliance with these laws and related requirements.

7. Cost Disallowances.

7.1 The Subrecipient shall, upon written notice thereof, reimburse the City for any payments made under this Agreement that are disallowed by a federal, State or City audit or monitoring in the amount of the disallowance, as well as court costs and attorney's fees the City spends to pursue legal action related to the

disallowance. Court costs and attorney's fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

7.2 If the City determines that a cost for which payment has been made is a disallowed cost, the City will notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the City, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

7.3 If the City determines that Subrecipient has failed to follow a federal or state law relative to the activity provided under this Agreement, the City may, at its discretion, require the Subrecipient to repay the entire amount of the Agreement; except as otherwise noted in this agreement.

8. **Physical Improvements.** The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR 570.502-505, as applicable, which include but are not limited to the following:

8.1 Any physical improvements expenditure must be secured by a promissory note, lien document, special warranty deed and deed of trust as specified in the Loan Documents. In addition, a fixed assets listing must be maintained in accordance with federal regulations for the full compliance period. Annual physical inventory must be conducted to ensure the property is still in condition and use as required by the CDBG program.

8.2 Real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds must be used in accordance with the terms of this Agreement and the HUD regulations for a period of ten years, or for such longer period of time as determined to be appropriate by the City.

8.3 After expiration of the required use period, Subrecipient is free to use the real property for another use without obligation to the City.

8.4 If the real property that was acquired or improved is not used in accordance with CDBG guidelines, the Subrecipient shall pay the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of or improvement to the property in accordance with 24 CFR Part 570.

9. **Reporting.**

9.1 Subrecipient will provide to the City not later than the 15th of each month written progress reports of its activities related to the Activity.

9.2 On or before July 15, 2017, or within fifteen (15) days of the date of termination of this Agreement, Subrecipient will provide to the City a comprehensive report covering the agreed-upon objectives, activities, and expenditures for the prior fiscal year ending June 30, 2017.

9.3 Subrecipient will keep records of and report for statistical purposes:

a. The ethnicity and racial background of all persons and families served by the Activity;

b. The number of low and moderate-income persons, as these terms are defined by federal income limits, served by the Activity, which are set forth in their current form in Exhibit D;

c. The number of elderly and disabled served by the Activity; and

d. Information about family size and the number of female heads of household served by the Activity.

9.4 The Subrecipient's obligations to the City shall not end until all close-out requirements are completed. Activities during the 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 accounts receivable to the City), and determining custodianship of records.

10. Recordkeeping and Accounting.

10.1 The Subrecipient shall maintain accurate financial and service delivery records pertinent to the Activity to be funded under this agreement as required by 24 CFR 570.506. The Subrecipient's books, records and other documents related to this Agreement shall be sufficient to support and document that allowable services were provided to eligible participants. Records shall support that costs incurred were reasonable and allocable to the Activity under this Agreement. Client data demonstrating client eligibility for services shall be maintained including, but not limited to, client name, address, income level, or other basis for determining eligibility, and a description of service provided.

10.2 Accounting Standards. Subrecipient agrees to comply with 2 CFR Part 200, as applicable, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary documentation for all costs incurred.

10.3 Retention. Subrecipient will retain all activity and related financial records under this Agreement for a period of six years from the termination of this Agreement.

a. Records of non-expendable property acquired with the CDBG funds, and related records documenting the use of said property will be retained for six years after final disposition of such property.

b. Records for any displaced person must be kept for six years after receipt of final payment.

c. Notwithstanding the above, if there is investigation, administrative action, litigation, or similar actions involving the Activity, all existing records must be maintained for one year after the final disposition of the matter or the expiration of the required six-year retention period, whichever occurs later.

10.4 Access to Records. Subrecipient will provide the City, HUD and/or their representatives' access for purposes of monitoring, auditing, and examining performance to all pertinent records, books, documents and papers of the Activity and Subrecipient's performance or financial condition. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within sixty (60) days. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. However, nothing herein will be construed to require access to any privileged or confidential information in contravention of federal or state law.

11. Acknowledgment of City's Participation. Subrecipient will acknowledge the contribution of the City's CDBG Program in all published literature, brochures, activities, fliers, on-site signage, etc., during the term of the Agreement.

12. Non-Discrimination.

12.1 The Subrecipient must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

12.2 The Subrecipient must not discriminate against any client, applicant or resident on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

13. Right to Refuse Assistance. In addition to the right to terminate this Agreement pursuant to Section 24 of this Agreement, the City also reserves the right to refuse, terminate, or suspend assistance or accounts to an individual, company, or Subrecipient, if the City believes that conduct or actions violate applicable law, is harmful to the interests of the City of Glendale and its affiliates, or meets the criteria covered under City's Right to Refuse Assistance Policy. Legal counsel will be consulted before such action is undertaken, unless an emergency exists.

14. Safeguarding Participant Information. The use or disclosure by any Party of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the conduct of this Agreement. Subrecipient shall safeguard the confidentiality of this information. Subrecipient shall include a clause to this effect in all subcontracts.

15. **E-verify, Records and Audits.** To the extent applicable under A.R.S. §41-4401, the Subrecipient warrants its compliance and that of its subcontractor with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. §23-214(A). The Subrecipient or subcontractor's breach of this warrant shall be deemed a material breach of the Agreement and may results in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Subrecipient warrants to keep their respective papers and records open for random inspection during normal business hours by the City. The Subrecipient shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

16. **Lobbying**

    16.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an 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 Agreement, the making of any federal grant, the entering into of an Agreement, and the extension, continuation, renewal, amendment or modification of any federal contract or grant.

    16.2 If any funds, other than federal appropriated funds, have been 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 or grant, the Subrecipient shall complete OMB Form-LLL, "disclosure of Lobbying Activities" in accordance with 31 USC §1352.

17. **Religious Activities.** The Subrecipient agrees that none of its costs and none of the costs incurred by any vendor paid for from the federal funds will include any expense for any religious activity as prohibited by 24 CFR 570.200(j), including, but not limited to, worship, religious instruction, or proselytization.

18. **Political Activities.** None of the funds, materials, property or services contributed by the City or the Subrecipient under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

19. **Indemnification and Hold Harmless.**

    19.1 Should Subrecipient perform any work knowing it to be contrary to the applicable laws, ordinances, rules, or regulations it will assume full responsibility for the on-going compliance and bear all costs, fees, or penalties resulting therefrom.

    19.2 Subrecipient will indemnify, defend, and hold harmless the City, and its elected officials, agents and employees, hereinafter collectively referred to as City, from all claims and suits, actions, loss, damage, expense, costs or claims, of any character or any nature, including attorneys' fees and costs of litigation, which arises out of any act or omission, or work done in fulfillment of the terms of this Agreement or an account of any act, omission, claim or amount arising or recovered under Workmen's Compensation Law, or arising out of the failure of the Subrecipient or those acting under the Subrecipient to conform to any statutes, ordinances, regulations, law or court decree.

    19.3 It is the intent of the parties to this Agreement that the City, its elected officials, agents, and employees will, in all instances, except for loss of damage resulting from the sole negligence of the City, be indemnified against all liability, loss, or damage of any nature whatever for or on account of any injuries to or death of person or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Agreement, regardless of whether or not the liability, loss or damage is caused in part by, or alleged to be caused in part by, but not solely, the negligence or fault of the City. It is agreed that the Subrecipient will be responsible for primary loss investigation, defense and judgment costs where this Agreement of indemnity applies.

20. **Conflicting Provisions.** If Subrecipient discovers that any of the Agreement documents are in conflict with any laws, statutes, ordinances, rules, building codes, regulations or lawful orders of a public authority,

Subrecipient will promptly notify the City, in writing, of such conflict, specifying any necessary changes to the Agreement documents or work to eliminate the conflict.

21. Insurance.

21.1 Subrecipient shall maintain insurance per requirements of Exhibit E, Insurance Certificate. Subrecipient shall ensure that this insurance remains in effect for the entire term of this Agreement. Subrecipient will submit a certificate demonstrating insurance with the same or greater coverage limits has been renewed or otherwise obtained if the policy or certificate appended as Exhibit E expires prior to the conclusion of the term of this Agreement.

21.2 The City will be named in all insurance policies specifically relating to the Activity as a named insured and as an additional named insured in all other required policies.

21.3 Required certificates of insurance must provide for a 30-day notice to the City prior to the effectiveness of any cancellation, non-renewal, or material change.

22. Amendments. This Agreement may be amended upon the consent of both parties. All amendments to this Agreement shall be in writing, signed by authorized signers for both parties. Amendments must be requested at least sixty (60) days prior to Agreement expiration.

23. Assignment and Subcontracting. No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the City. The Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated or subcontracted, in whole or in part, unless the City agrees, in writing, otherwise.

24. Termination; Suspension.

24.1 In accordance with 2 CFR 200.338, the City may suspend or terminate this Agreement should Subrecipient violate or fails to comply with any terms or conditions of this Agreement, which include (but are not limited to) the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

c. Ineffective or improper use of funds provided under this Agreement; or

d. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

24.2 Notwithstanding this section, the City's decision to waive or defer compliance with any term or condition of the Subrecipient's required performance under this Agreement does not act, nor will it be deemed or interpreted to act as, a waiver or deferment of the City's right to terminate and to receive its refund based upon the Subrecipient's non-compliance with any term or condition of this Agreement or subsequent non-compliance with the same term and condition.

24.3 The City or Subrecipient may terminate this Agreement for convenience without cause upon a 30-day notice. The party initiating the termination will notify the other party in writing stating the reasons for such termination.

24.4 In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the City, become the property of the City, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

24.5 The City many suspend this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein, or take any other remedies legally available including a refund of the previously tendered CDBG Funds,

without providing notice and or opportunity to cure, if the Subrecipient violates any term or condition of this Agreement.

24.6 This Agreement is subject to the provisions of A.R.S. §38-511 and may be canceled without penalty or further obligation by the City if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of any other party to this Agreement in any capacity or consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

25. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered according to the current American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

26. General Provisions.

26.1 This Agreement supersedes any and all other Agreements or understandings, either oral or in writing, between the parties hereto and contains all the covenants and Agreements between the parties with respect to such employment in any manner whatsoever.

26.2 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 are not embodied herein, and that no other Agreement or amendment hereto will be effective unless executed in writing and signed by both the City and Subrecipient.

26.3 Both parties acknowledge that no member of the governing body of the City or any employee of the City who exercises any functions or responsibilities in connection with the carrying out of the Activity to which this Agreement pertains has any personal interest direct or indirect in this Agreement.

26.4 This Agreement will be governed by and construed in accordance with the laws of the State of Arizona and all applicable federal laws and regulations.

26.5 The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provision of this Agreement.

27. Notices. It is hereby agreed that subsequent to the execution of this Agreement, the Community Revitalization Division of the City of Glendale will represent the City in the administration of this Agreement. All notices required or permitted to be given under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

	City	Subrecipient
To	City Manager City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301	Community Legal Services, Inc.- Removing Barriers to Justice 305 South 2nd Avenue Phoenix, Arizona 85003
With a Copy To:	Community Revitalization City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301	
With a Copy To:	City Attorney City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301	

28. Exhibits.
The following exhibits are incorporated by this reference.

Exhibit A: Scope of Activity

Exhibit B: Billing and Reporting Information

Exhibit C: Federal Laws and Regulations

Exhibit D: Income Limits

Exhibit E: Insurance Certificate

Exhibit F: Certifications

[Signatures on the following page.]

IN WITNESS WHEREOF, all parties concerned acknowledge that they have read, understand, approve, and accept all of the provisions of this Agreement.

CITY OF GLENDALE, an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Community Legal Services, Inc.,
an Arizona non-profit corporation

By: Lillian O. Johnson
Its: Executive Director

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 23rd day of November, 2016, before me, the undersigned Notary Public, personally appeared Lillian O. Johnson, who acknowledged himself/ herself to be the executive director of the organization, and that (s)he as such official, being authorized to do so, executed the foregoing Subrecipient Agreement for and on behalf of the said company for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

OFFICIAL SEAL
ANNMARIE THOMAS
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires July 14, 2018

Annmarie Formally Thomas
Notary Public

My Commission Expires:

July 14 2018

EXHIBIT A
SCOPE OF ACTIVITY
COMMUNITY DEVELOPMENT BLOCK GRANT
(ACTIVITY TYPE: Public Services)
FY 2016-2017

A. Subrecipient Name.
Community Legal Services, Inc.

Federal Tax ID No. 86-0166615
DUNS No. 182613711
CFDA No. 14.218

B. Activity Name.

Community Legal Services, Inc. ("Subrecipient") will be responsible for administering the Removing Barriers to Justice for Low-Income Glendale Residents ("Activity") in a manner satisfactory to the City of Glendale ("City"), and consistent with any standards required by Community Development Block Grant ("CDBG") as a condition of providing these funds.

C. Activity Description. Provide civil legal services to program eligible, low-income Glendale residents with civil legal problems impacting their basic survival needs. CLS will provide legal services including legal advice and counsel, document review and preparation, case work, intake (eligibility interviews) direct representation in courts of law and education outreach activities. Legal practice areas include Family Law (domestic violence), Consumer Law, Employment Law and Health and Economic Stability.

D. Address/Specific Location of the Proposed Activity. 305 S. 2nd Avenue, Phoenix, AZ, 85003, located at the corner of 2nd Avenue and Jackson in downtown Phoenix. Free, off street parking with security. Entrances on Jackson and 2nd Avenue. Conveniently located to public transportation. Educational outreach activities can be presented from locations in the City of Glendale.

E. Geographical Service Area of Activity. If the proposed activity does not provide benefit on a "citywide" basis, provide address, census tract(s), block group(s), and zip code(s) of the proposed activity service area. Community Legal Services, provides services to program eligible residents of the City of Glendale, Arizona

F. National Objectives. All activities funded with CDBG funds must meet one of the U.S. Department of Housing & Urban Development ("HUD") National Objectives:

- ☒ NATIONAL OBJECTIVE #1 – To benefit low and moderate-income persons.
- ☐ NATIONAL OBJECTIVE #2 – To aid in the prevention or elimination of slums or blight.
- ☐ NATIONAL OBJECTIVE #3 – To meet community development needs having a particular urgency as defined in 24CFR § 570.208.

G. Certifications. The Subrecipient certifies that the activity carried out under the CDBG Subrecipient Agreement ("Subrecipient Agreement") will meet the National Objective by providing:
Civil legal services to low-income, program-eligible Glendale residents whose annual household income falls at or below 125% of the Federal Poverty Guidelines. Persons will have civil legal problems that fall within our practice areas and meet eligibility guidelines.

H. Levels of Accomplishment – Goals and Performance Measures. The Subrecipient agrees to provide the following services:

Activity	Units of Service	Service Type (Service)	Unduplicated City Residents/House holds Served	Service Type (Persons, households, jobs, etc.)
Civil Legal Services	199	Civil Legal Services	587	Unduplicated Glendale Individuals

I. Client Eligibility.

1. Client eligibility will be documented by: Entering information or uploading documents into our electronic Case Management System.

2. Client residency will be documented by: Entering information or uploading documents into our electronic Case Management System.

J. Billing Information.

CDBG funds will pay for: In part, for Salaries and Fringe Benefits for legal services provided to City of Glendale clients. Fringe benefits include ELAP (Employee Loan Assistance Program – Law School), Dental, Healthcare Insurance, Life Insurance, Pension.

K. Subrecipient Staff Contact Information.

Activity Contact		Accounting Contact
Name: Lillian O. Johnson		Name: Leesa Bowman
Title: Executive Director		Title: Finance Director
Subrecipient: Community Legal Services, Inc.		Subrecipient: Community Legal Services, Inc.
Address: 305 S. 2nd Avenue		Address: 305 S. 2nd Avenue
City, State, Zip: Phoenix, AZ 85003		City, State, Zip: Phoenix, AZ 85003
Telephone No.: 602-258-3434 x 2280		Telephone No.: 602-258-3434 x 2610
Fax No.: 602-253-1536		Fax No.: 602-253-1536
Email: ljohnson@clsaz.org		Email: lbowman@clsaz.org

L. Estimated Activity Timeline

Task	Completion Date
Initiate Activity	June 20, 2017
Identify/Qualify Client	June 20, 2017
Provide Services	June 20, 2017
Year-End Reporting	July 15, 2017
Final Closeout	July 15, 2017

M. Budget.

Agency: Community Legal Services, Inc. Community Development Block Grant Total Project Budget FY 2016-2016			
Line Item	**CDBG Allocation**	**Other Cash Resources**	**Total Project Budget**
Revenues			
1. Gov. Funding - City of Glendale			
CDBG	12,529		12,529
ESG			
HOME			
General Funds/From the Heart			
2. Gov. Funding - All Other Cities			
Federal		245,135	245,135
Other			
3. Gov. Funding - County			
Federal			
Other			
4. Gov. Funding State			
Federal			
Other			
5. Gov. Funding - Federal Gvt			
6. Contributions / Donations			
7. Special Events / Fundraising			
8. Legacies / Bequests			
9. Foundation/Corporate Support		12,899	12,899
10. Program Service Fees and Reimbursements			
11. Investment Income			
12. In-Kind Support			
13. Other Income		3,780	3,780
Bus Tickets / client paid etc.			
United Way		9,803	9,803
Total	$12,529	$271,617	$284,146

Line Item	CDBG Allocation	Other Cash Resources	Total Project Budget
Expenses			
14. Personnel Costs			
Salaries	9,790	171,355	181,145
Payroll Costs (SSI, Medicare, etc.)	697	12,193	12,890
Fringe Benefits (Insurance, Retirement, etc)	2,042	35,732	37,774
Employee Education and Training		3,199	3,199
15.Supplies			
Office Supplies		1,479	1,479
Program-Related Supplies			
16. Professional Fees and Contracts		7,405	7,405
17. Specific Assistance for Individuals			
18. Communication			
Phone, Fax, Modem		3,719	3,719
Postage and Freight		923	923
19. Equipment Rental and Maintenance		3,503	3,503
20. Technology (hardware, software, maintenance)			
21. Occupancy			
Rent			
Utilities		16,094	16,094
Building Maintenance		6,897	6,897
22. Advertising / Printing and Publications		282	282
23. Travel		1,467	1,467
24. Meetings & Conferences			
25. Membership Dues / Support to Affiliate Org.		1,695	1,695
25. Evaluation			
26. Non-Payroll Insurance		469	469
27. In-Kind Expense			
28. Other Expenses			
Management & General		769	769
Licenses/Permits/Fees		1,059	1,059
Litigation		1,137	1,137
WestLaw		1,975	1,975
Miscellaneous		265	265
Total	$12,529	$271,617	$284,146
Surplus/Deficit (Revenues less Expenses)	$	$	$

EXHIBIT B
BILLING AND REPORTING INFORMATION
FY 2016-2017

Community Legal Services, Inc. ("Subrecipient") will be responsible for billing costs incurred and results achieved under the Removing Barriers to Justice for Low-Income Glendale Residents ("Activity") consistent with any standards required by Community Development Block Grant Program ("CDBG") as a condition of providing these funds.

1. Monthly Billings: Subrecipient will complete monthly billings in accordance with the following requirements.

   1.1 A letter requesting reimbursement of expenditures will be prepared on the Subrecipient's letterhead. The Subrecipient will use the content and format of the letter prescribed by the City. This letter will be reviewed and signed by the Subrecipient's executive director (or authorized signatory). Reimbursement requests will be submitted on a **MONTHLY** basis. (Note: Grants Administration may approve exceptions for quarterly billings on a case-by-case basis. Subrecipient will submit a written request and justification to support the need to bill quarterly instead of monthly.)

   1.2 The Activity Budget spreadsheet summarizing monthly and year-to-date expenses will be prepared and submitted with each request for reimbursement. This report will also account for other resources utilized under this activity.

   1.3 Copies of all supporting documents will be submitted with the reimbursement request. The Subrecipient will work closely with the activity liaison to establish the specific documentation requirements for this Agreement. Examples of supporting documentation include copies of timesheets, pay stubs, mileage reports, invoices, statements, receipts, etc.

   1.4 The City's reimbursement process will take approximately two to three weeks to complete. (The first reimbursement request can take a little longer to process.) If the reimbursement procedures noted above are not followed correctly, the activity liaison may return the reimbursement request to the Subrecipient for revisions, or hold the request until all reimbursement requirements have been met. This will delay the reimbursement process.

2. Monthly Report on Accomplishments and Demographics:

   2.1 A monthly demographic report on Glendale residents served, including accomplishments and units of service delivered, will be submitted by the 15th of the following month. Failure to file this demographic report timely could also delay the reimbursement process.

   2.2 The City will provide the Subrecipient with the specific formats to be used for reimbursement requests/performance reports. These formats will be used by the Subrecipient unless otherwise authorized.

3. Activity Final Completion Report:

   3.1 Public Service Activities: Report On "Performance Measures" for Actual Activity "Outcomes." The report on "Performance Measures for Actual Activity Outcomes," is due by July 31, 2017. This report will identify the "actual outcomes" produced by the Subrecipient under this activity over the past program year. "Actual outcomes" will be measured by and against the "proposed outcomes and performance measures" that were established by the Subrecipient at the beginning of the program year.

   3.2 Physical Improvement Activities: Report On "Performance Measures" for Actual Activity "Outcomes." The report on "Performance Measures for Actual Activity Outcomes," is due thirty (30) days after completion of the physical improvement activity. This report will identify the "actual outcomes" produced by the Subrecipient under this Activity after completion of the physical improvements. "Actual Outcomes" will be measured by and against the "proposed outcomes and performance measures" that were established by the Subrecipient at the beginning of the program year.

EXHIBIT C
FEDERAL LAWS AND REGULATIONS
FY 2016-2017

1. **Applicability of Uniform Administrative Requirements.** The parties should comply with all administrative requirements, cost principles, and audit requirements as provided in 2CFR Part 200 in compliance with the Final Guidance issued by U.S. Department of Housing and Urban Development on Feb. 26, 2015 (Notice: SD-2015-01)

2. **Equal Opportunity.**

2.1 The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States will, 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 activity receiving Federal financial assistance by way of grant, loan, or Agreement and will immediately take 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 will 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.

2.2 The Subrecipient agrees to comply with 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 activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.

2.3 The Subrecipient agrees to comply with Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the United States will, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, any activity funded in whole or in part with the Community Development funds. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), will also apply to any activity funded in whole or in part with funds made available pursuant to the Act.

2.4 The Subrecipient agrees to comply with Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.

2.5 The Subrecipient agrees to comply with 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.

2.6 The Subrecipient agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the HUD regulations issued pursuant thereto (24 CFR Part 135) as follows:

a. The work to be performed under this Agreement is on a project assisted under a activity providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u); Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and Agreements 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 Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement. The parties to this Agreement 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 Agreement or understanding, if any, a notice advertising the said labor organization or workers' representative of his commitments under this Section 3 clause and will 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 in every subcontract for work in connection with the project and will, at the direction of the applicant or Community of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement, will be a condition of the Federal financial assistance provided to the project.

3. Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development – Effectuation of Title VI of the Civil Rights Act of 1964.

3.1 The Subrecipient shall, as a recipient of HUD financial assistance, take reasonable steps to provide meaningful access to Limited English Proficiency (LEP) persons. This requirement shall extend to the Subrecipient's entire activity regardless of how much HUD assistance is received.

3.2 In order to determine what reasonable steps must be taken to provide meaningful access to LEP persons, the Subrecipient should apply HUD's four-factor analysis.

a. Identify the number or proportion of LEP persons eligible to be served or likely to be encountered by the activity or Subrecipient.

b. Identify the frequency with which LEP persons come in contact with the activity.

c. Consider the nature and importance of the activity or service provided by the activity to people's lives.

d. Identify the resources available to the Subrecipient and the costs associated with providing meaningful access to LEP persons.

3.3 The Subrecipient must determine what language assistance measures are sufficient for the activity funded with HUD funds. The Subrecipient shall have flexibility in addressing the needs of the LEP persons served; however, this cannot be used to minimize the obligation that the needs be addressed. The Subrecipient is not required to take measures that would be a cost burden or cost prohibitive to the Subrecipient.

3.4 Efforts to take reasonable steps to provide meaningful access to LEP persons must be documented in the Subrecipient's records and be made available upon request.

4. **Section 504.** 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.

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

6. **Interest of Certain Federal Officials.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

7. **Interest of Members, Officers or Employees of the Subrecipient, Members of Local Governing Body, or Other Public Officials.** No member, officer, or employee of the Subrecipient or its designees or agents, no member of the governing body of the locality in which the activity is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the activity during his tenure or for one year thereafter, will have any interest, direct or indirect, in any Agreement or subcontract, or the proceeds thereof, for work to be performed in connection with the Activity assisted under this Agreement pursuant to the provisions of 24 CFR 570.611.

8. **Lobbying.** CDBG Funds shall not be used for publicity or propaganda purposes designed to support or defeat legislation proposed by federal, state, or local governments or to influence or attempting to influence an officer or employee of any agency, a member or employee of Congress.

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

10. **Labor Standards Provisions.**

    10.1 The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Agreement Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick-Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U. S. Department of Labor at 29CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

    10.2 The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under Agreements in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29CFR Parts 1,3,5 and 7 governing the payment of wages and ration of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local laws nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirement of this paragraph.

11. **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 24CFR §58.5 insofar as the provisions of such Act apply to activities set forth in the Statement of Work.

12. **Compliance with Flood Disaster Protection Act.**

    12.1 This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition

or construction purposes as defined under Section 3(a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program will be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

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

13. Compliance with Environmental Laws.

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

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

a. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt Agreement or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40CFR §15.20.

b. Agreement by the contractor to comply with all the requirements of Section 114 of the Clear Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c. A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the Agreement is under consideration to be listed on the EPA list of Violating Facilities.

d. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraphs (a) through (d) of this section in every nonexempt subcontract and requiring the contractor to take such action as the Government may direct as means of enforcing such provisions.

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

13.3 <u>The Resource Conservation and Recovery Act</u>. Subrecipient will comply with the Resource Conservation and Recovery Act ("RCRA"), including, but not limited to, 42 U.S.C. § 6962, which requires preference be given in procurement programs to the purchase of specific products

containing recycled materials identified in guidelines developed by the Environmental Protection Agency ("EPA") (40CFR Parts 247 through 254).

13.4 The Toxic Substances Control Act. The Subrecipient will comply with the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §2601 et seq.

13.5 The Federal Insecticide, Fungicide and Rodenticide Act. The Subrecipient will comply with the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 et seq.

13.6 Subrecipient will comply with all other applicable federal and state environmental laws and regulations, including, but not limited to, §6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act ("RCRA") (Pub. L. 94-580, 42 U.S.C. §6962). Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency ("EPA") (40CFR Parts 247 through 254). Accordingly, state and local institutions of higher education, hospitals, commercial organizations and international organizations when operating domestically, and non-profit organizations that receive direct Federal awards or other Federal funds will give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

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

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

16. **Lead-Based Paint.** This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.), and Lead-Based Paint Regulations (24CFR Part 35 and 24CFR §570.608 and/or 92.335), and related amendments thereto. The use of lead-based paint is prohibited whenever federal funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. All federally assisted residential structures and related property constructed prior to 1978, Homebuyer Programs, Tenant-Based Rental Assistance, and Special-Needs Housing (acquisition), will comply with existing and new Lead-Based Paint Hazard Reduction Requirements, effective September 15, 2000. As the Grantor or Participating Jurisdiction, the City of Glendale shall be consulted regarding the Subrecipient/Grantee's compliance status.

17. **Acquisition/Relocation.** This Agreement is subject to providing a certification that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24, and 24 CFR Part 511.14 and 570.606, 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.

18. **Property Disposition.** Real or personal property purchased in whole or in part with CDBG funds shall not be disposed through sale, use, or location without the written permission of the City and/or HUD as applicable. The proceeds from the disposition of real property will be considered Program Income and subject to 24 CFR §570.504(c).

19. Debarment, Suspension, Ineligibility and Voluntary Exclusion.

19.1 In order to participate in this Agreement, the Subrecipient must certify that it and/or its owners/officers have not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

19.2 The Subrecipient, shall include without modification the Certification language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" with all subgrantees or other contractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 CFR part 76.

19.3 If the Subrecipient is unable to comply with this requirement, an explanation shall be immediately provided to the City in accordance with paragraph 29 of this Agreement.

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

EXHIBIT D
INCOME LIMITS
FY 2016-2017

1. Subrecipient shall utilize and abide by the income limits determined by the U. S. Department of Housing and Urban Development (HUD). Such limits are updated annually.

2. The income limits below are effective at the time of execution of this agreement. However, City will provide and Subrecipient will be expected to utilize the most recent income limits provided by HUD when determining client eligibility under this Agreement.

3. To the Extent feasible, the Subrecipient should utilize the HUD income calculator when determine whether a client meets the definition of low- or moderate-income in accordance with the HUD regulations.

CDBG/ESG/HOME PROGRAMS

[redacted]

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
1 Person	62,900	13,200	22,050	26,450	35,250
2 Persons		15,100	25,200	30,200	40,250
3 Persons		17,000	28,350	34,000	45,300
4 Persons		18,850	31,450	37,750	50,300
5 Persons		20,400	34,000	40,800	54,350
6 Persons		21,900	36,500	43,800	58,350
7 Persons		23,400	39,000	46,800	62,400
8 Persons		24,900	41,550	49,850	66,400
9 Persons		26,400	44,050	52,850	70,400
10 Persons		28,000	46,550	55,900	74,450

Household Income Limits/Annual Gross Wages
(Revised per HUD 4/13/16)

Please note that the CPD Income Eligibility Calculator should be used when qualifying an applicant. If it is not used you must be able to provide evidence of how you calculated the applicants income.
Click here for the link to the CPD Income Eligibility Calculator.

EXHIBIT E
INSURANCE CERTIFICATE
FY 2016-2017

The Certificate of Insurance will contain the following information:

Item One:

A. Commercial General Liability coverage with limits not less than $1 million per occurrence, $100,000 for property damage liability, and $2 million aggregate.

B. Unless a sole proprietorship, Subrecipient shall carry Arizona Statutory Workers Compensation and Employers' Liability coverage.

Item Two:

City of Glendale will be named Certificate Holder.

Item Three:

City of Glendale will be named as "additional insured."

Item Four:

The Certificate of Insurance will provide a thirty (30)-day notice to the City of Glendale for cancellation, non-renewal, or material change and must be an "occurrence," not a "claims made" policy.

Item Five:

General Requirement for the Insuring Company:

A. The insurance company underwriting the policy will have a Best Rating of B++ or better. Please request that your insurance provider supply some form of verification of the best rating of B++ or better.

B. The insurance company underwriting the policy will **be licensed in the State of Arizona**.

C. If the Certificate of Insurance contains a section page which notes: "Important, if the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)." Insurance Certificates containing this clause will not be accepted without an "endorsement" stating, "the City of Glendale is included as an 'additional insured' on the policy."

EXHIBIT F
CERTIFICATIONS
FY 2016-2017

Subrecipient will certify its intent to abide by the following laws and regulations; as required by HUD:

1. Policy of Nondiscrimination on the Basis of Disability.

2. Section 319 of Public Law 101-121.

3. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms.

4. Drug-Free Workplace.

5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY
FY 2016-2017

The undersigned representative agrees, on behalf of Client, to have or adopt a Policy of Nondiscrimination on the Basis of Disability. Such Policy will 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 activities.

Signature _____ Date 11/23/2016

SECTION 319 OF PUBLIC LAW 101-121
FY 2016-2017

The Undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 Agreement, 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.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all agencies will certify and disclose accordingly.

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 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature _____ Date 11/23/2016

CONTRACTING WITH SMALL AND MINORITY FIRMS,
WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS
FY 2016-2017

1. It is a national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps will include the following:
   - 1.1 Qualified small and minority businesses on solicitation lists.
   - 1.2 Assuring that small and minority businesses are solicited whenever they are potential sources, and to the greatest extent possible that these businesses are located within the metropolitan area.
   - 1.3 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
   - 1.4 Where the requirement permits, establish delivery schedules which will encourage participation by small minority businesses.
   - 1.5 Using the services and assistance of the Small Business Administration, and the Office of Minority Business Enterprises of the Department of Commerce and the Community Services Administration as required.
   - 1.6 If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in §§ 1.1 through 1.5. Grantees will take similar appropriate action in support of women's enterprises.
   - 1.7 To the greatest extent feasible, opportunities for training and employment will be given to low and moderate income persons residing within the metropolitan area.
2. The above-described equal opportunity requirements are obligations of the City of Glendale because federal funds are being utilized to finance the Project to which this Project pertains.
3. In executing any contract, the Subrecipient agrees to comply with the requirements and to provide appropriate documentation at the request of the City.

Signature _____ Date 11/23/2016

DRUG-FREE WORKPLACE
FY 2016-2017

The Subrecipient certifies that it will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F by:

1. Publishing a statement notifying employees that the unlawful manufacturing, 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.

2. Establishing an ongoing drug-free awareness program to inform employees about:
   2.1 The dangers of drug abuse in the workplace;

   2.2 The Subrecipient's policy of maintaining a drug-free workplace;

   2.3 Any available drug counseling, rehabilitation and employee assistance programs; and

   2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee 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:
   4.1 Abide by the terms of the statement; and

   4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

5. Notifying the City in writing, within ten calendar days after receiving notice under paragraph 4.2 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 will include the identification number(s) of each affected grant.

6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4.2, with respect to any employee who is so convicted:
   6.1 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

   6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, local health requirements, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the above-described paragraphs.

Gilbert Johnson
Signature

11/23/2016
Date

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions
FY 2016-2017

The Subrecipient certifies that the Subrecipient and/or its owners/officers:

1. Have not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

2. Have not within a three-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 Agreement 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.

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 above.

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

5. 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. The City may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

6. Shall not enter into a subcontract or subrecipient agreement 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, including immediate termination of this Agreement.

7. Shall immediately provide an explanation to the City if it is unable to provide this Certification or comply with the requirements noted above in accordance with paragraph 29 of this Agreement.

Signature

11/23/2016
Date