Staff Report

Agenda Item: **Funding Agreement Between the Arizona Department of Housing and the Town of Clarkdale for Broadway Road Improvements** – Approval of the Funding Agreement with the Arizona Department of Housing for the Community Development Block Grant (CDBG) Broadway Road Improvement Project.

Staff Contact: Public Works Director, Steve Burroughs

Meeting Date: September 28, 2010

Background:On March 9, 2010, the Council authorized the submittal of a grant application to the State of Arizona Department of Housing Community Development Block Grant (CDBG) program for a road improvement project. This project is located along Broadway Road, from Bitter Creek Bridge to Patio Park neighborhood. The project consisted of curb & gutters, sidewalk and street lighting along with other safety improvements.

On September 14, 2010, the State of Arizona Department of Housing Community Development Block Grant (CDBG) program notified the Town of the project's acceptance and award of funds.

On September 20, 2010, the State of Arizona Department of Housing Community Development Block Grant (CDBG) program sent the contract for signatures with the final funded amount of $371,473.00.

The project's estimated cost in FY 09/10 was $377,425.00. Staff feels confident the project can still be completed with the $5,952.00 reduction from the previous estimate.

Recommendations: To approve the Funding Agreement Between the Arizona Department of Housing and the Town of Clarkdale for the Community Development Block Grant (CDBG) Broadway Road Improvement Project.

AGREEMENT NO. 101-11
TERMINATION DATE October 15, 2012

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
TOWN OF CLARKDALE
FOR
BROADWAY ROAD IMPROVEMENTS

This Funding Agreement is made by and between:

The **Arizona Department Of Housing (ADOH),** located at, 1110 West Washington, Suite 310, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☒ Title I of the Housing and Community Development Act of 1974, as amended ("CDBG")

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Act) ("HOME")

☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF")

☐ Title 24 Part 574 and 42 U.S.C. Section 12902 of the AIDS Housing Opportunity Act of (Housing Opportunities for Persons With HIV/AIDS) ("HOPWA")

☐ Title IV Part 582 of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (Shelter Plus Care) ("SPC")

☐ Title IV Part 583 of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (Supportive Housing Program) ("SHP")

☐ Title III of the Housing and Economic Recovery Act of 2008, Pub. Law 110-289, July 30, 2008, (the Neighborhood Stabilization Program which provides emergency assistance for redevelopment of abandoned and foreclosed homes and multifamily housing)("NSP").

and

TOWN OF CLARKDALE
(Entity)

An Arizona Town **(Recipient)**, located at

15 NORTH 9TH STREET
Street
CLARKDALE, ARIZONA 86324
City State Zip

In consideration of the mutual representations and obligations hereunder ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $ $371,472.00 in the following type of funds to Recipient in accordance with this Agreement.

☒ **CDBG**, CFDA # 14.228
Federal Fiscal Year 2010
$ $371,472.00

☐ **HOME**, CFDA # 14.239
$_____

☐ **HTF**
$_____

☐ **HOPWA**, CFDA # 14.241
Federal Fiscal Year _____
$_____

☐ **SHP**, CFDA # 14.235
Federal Fiscal Year _____
$_____

☐ **SPC**, CFDA # 14.238
Federal Fiscal Year _____
$_____

☐ **NSP**, CFDA #
Federal Fiscal Year _____
$_____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within 30 days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until October 15, 2012 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement, as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G,** ***Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☒ **CDBG** funds requires adherence to the following additional provisions: (1) the provisions of 24 CFR, Part 570 as revised; (2) ***Certification and Other Requirements Relating to Title I Assistance*** attached hereto as **Attachment F;** (3) the provisions contained in the ***State of Arizona Consolidated Plan;*** (4) ***ADOH ERR Handbook;*** (5) ***ADOH Labor Standards Handbook*** (6) ***CDBG Application Handbook;*** (7) ***CDBG Grant Administration Handbook;*** and (8) ***CDBG Procurement, Contracts and Acquisition Handbook*** (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds requires adherence to the following additional provisions: (1) the provisions contained in 24 CFR Part 92 Home Investment Partnerships Program as revised, (2) ***Certification and Other Requirements Relating to Title II Assistance*** attached hereto as **Attachment F;** (3) the provisions contained in the ***State of Arizona Consolidated Plan;*** (4) ***ADOH ERR Handbook;*** (5) ***ADOH Labor Standards Handbook*** (6) the ***State Housing Fund Program Summary and Application Guide*** and any revisions thereto.

☐ **The use of Housing Trust Funds (HTF)** requires adherence to the following additional provisions: (1) the ***State Housing Fund Program Summary and Application Guide*** as revised.

☐ **Special Needs Housing "homeless" funding from SPC** requires adherence to 24 CFR Part 582 as revised.

☐ **Special Needs Housing "homeless" funding from SHP requires** adherence to 24 CFR Part 583 as revised.

☐ **Special Needs Housing "homeless" funding from HOPWA requires** adherence to 24 CFR Part 574 as revised.

☐ **Neighborhood Stabilization Program, NSP,** requires adherence to specific reporting requirements described in Attachment A, B & D to this Agreement..

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in **Attachment A.**

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to the this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;
(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes; and
(e) The Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
(f) The ownership entity changes;
(g) Any other changes that involve program requirements.

ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement both as identified below and as requested by ADOH or HUD. The Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 **Performance Report.** Recipient agrees to submit the ADOH *Performance Report* respective of the funding source indicated below and attached as Attachment B.

☐ **RENTAL Projects funded with HOME OR HTF.** Recipient must submit a

Bimonthly Progress Report attached hereto as **Attachment B.** The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two months, i.e., the January report covers the months of November and December.

☒ **All OTHER projects funded with HOME, HTF and CDBG.** Recipient must submit a *Quarterly Progress Report* attached hereto as **Attachment B.** The Quarterly Progress Report must be submitted to ADOH on the 15th of July, October, January and April and address activities of the preceding three months, i.e., the July report covers the months of April, May and June. Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☐ **Special Needs Housing "homeless" funding from SPC or SHP.** ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in **Section 4.** Recipient shall submit one (1) ***HUD Annual Progress Report (APR) document No. 40118,*** attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement. Recipient shall enter information reported on the APR into the Homeless Management Information System (HMIS).

☐ **Special Needs Housing "homeless" funding HOPWA.** A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in **Section 4** and submit one (1) ***HUD Annual Progress Report (APR) document No. 40110-C*** attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement.

☐ **HTF "Eviction Prevention / Emergency Housing/EPEH" funding.** ADOH shall administer said program in accordance with the dates listed in **Section 4.** Recipient shall submit monthly payment requests accompanied by ADOH generated ***Monthly report*** attached hereto as **Attachment B** and a bi-annual program narrative report.

☐ **NSP.** Specific reporting requirements for the NSP funding are attached to this Agreement as Attachment A,B & D.

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. The Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a **Completion Report** is due to ADOH within Sixty (60) days of one of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or

(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is Administratively Closed.

After the project is administratively closed the recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or describe ineligible activities, the Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the ***Scope of Work*** in accordance with the ***Schedule of Completion*** hereby incorporated into this Agreement and described in **Attachment B.**

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **RENTAL Projects funded with HOME OR HTF.** Recipient must notify ADOH of revisions to the ***Schedule of Completion*** using the ***Bimonthly Performance Report,*** attached hereto as **Attachment B.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of Completion*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ **All OTHER projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the ***Schedule of Completion*** using the ***Quarterly Performance Report,*** attached hereto as **Attachment B.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of Completion*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Special Needs Housing "homeless" funding from SPC or SHP.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of***

Completion attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **HTF "Eviction Prevention/Emergency Housing/EPEH" funding.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the **Budget**that is attached as **Attachment C.** Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☒ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the **Budget** require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds 50%, unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☐ **HOME and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the **Budget** require a contract amendment:

(a) Additional funding sources are added to the Project which required a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

See Section 10 for changes that affect the Budget.

The Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to ADOH within 30 days of receipt. The Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of the Recipient. All amendments or modifications to this agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to the Agreement within 14 business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 (Environmental Review), the environmental effects of each activity carried out with Federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with environmental review and ADOH then requests a release of funds from HUD. Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects Phase I Environmental Assessments are required to be completed on properties for which new

construction/change in use is proposed, regardless of whether Federal or State funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-Federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using Federal assistance (e.g., as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities, i.e., acquisition, construction, etc. ADOH or HUD provides authorization to proceed based on the completed ERR.

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☒ **CDBG.** If the Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed 18 percent of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, SHP, SPC and HOPWA funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the ***Budget*** in **Attachment C.** Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in OMB Circulars A-87, A-122, and A-133, as applicable, and 24 CFR Parts 44, 84, 85, 92 and 570 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal environmental review conditions. Requests for reimbursement must be made using the Arizona Department of Housing ***Request for Payment*** form hereby incorporated

into this Agreement and attached as **Attachment D**. For construction projects Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within 60-days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the 60-day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY THE RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section the following definitions shall apply:

"Funds Recouped by the Recipient" means funds initially provided by ADOH to the Recipient under this Agreement and any matching contributions that are recouped by the Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement, or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by the Recipient are subject to all the requirements of Program Income described below with the exception that the Recipient shall not use Funds Recouped by the Recipient for administrative purposes. For this reason, the Recipient must separately account for all Funds Recouped by the Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to the Recipient under this Agreement.

"Program Income" means gross income received by the Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by the Recipient with funds provided by ADOH under this Agreement, less costs incidental to

generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by the Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by the Recipient.

The Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by the Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

The Recipient must return all Program Income, Funds Recouped by the Recipient, and Interest to ADOH within 30 days of receipt.

The Recipient must remit to ADOH any Program Income, Funds Recouped by the Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **30 days** of receipt by Recipient.

Section 15. DEOBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) the Recipient has completed performance under the ***Scope of Work*** **(Attachment A)** without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) the Recipient, with the consent of ADOH, cancelled or changed an activity required under the ***Scope of Work*** for reasons other than non-performance; or (5) the Recipient receives Program Income that has not been included in the budget or set forth in the ***Scope of Work;*** and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to the Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program,

ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to the Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if the Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accord with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that the Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) the Recipient fails to perform in accordance with the performance obligations set forth in the ***Scope of Work*** (**Attachment A**) and the ***Schedule of Completion*** (**Attachment B**) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to the Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that the Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment however in no case shall repayment or alternative terms be accomplished later than One Hundred Eighty (180) days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, the Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to the

Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the Recipient; or (2) not be used in accordance with 24CFR Part 570.503(b)(8)(i), in which event the Recipient shall pay to ADOH 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. No payment is required after the period of time specified in 24CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to the Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants, and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved With State Housing Trust Funds. Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to the Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate the Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to the Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist the Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves the Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to **Section 11** of the Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the **Schedule of Completion,** attached hereto as **Attachment B** may result in contract termination, deobligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) The Recipient fails to begin work on its Environmental Review pursuant to **Section 11** within the sixty (60) calendar days from the date ADOH executes the Agreement;

(b) The Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which the Recipient does not commence any of the activities described in the ***Scope of Work*** **(Attachment A)** or fails to expend any funds in accordance with the ***Budget*** **(Attachment C)** within One hundred eighty (180) calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under **Section 15.4** hereof and/or terminate this Agreement for cause pursuant to **Section 20** of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the **Scope of Work** set forth in **Attachment A, Schedule of Completion** set forth in **Attachment B** and **Budget** set forth in **Attachment C** to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates the Agreement pursuant to this Section, ADOH shall recapture all funds allocated to the Recipient under this Agreement pursuant to **Section 15.4** hereof and obtain repayment of funds expended pursuant to **Section 15.6,** hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one or more activities) if either Party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates the Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to the Recipient under this Agreement pursuant to **Section 15** hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If a Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the awarding agency,

(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,

(c) Wholly or partly suspend or terminate the award evidenced by this Agreement,

(d) Withhold further awards to the Recipient's project funded by the award evidenced by this Agreement,

(e) Recapture funds and terminate contract,

(f) Withhold future ADOH grant awards from all sources, or

(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of ADOH is, at any time while the Agreement or any extension of the Agreement is in effect, be an employee or agent of any other party to the Agreement in any capacity or a consultant to any party of the Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when the Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain, for inspection and audit by ADOH, all books, accounts, reports, files, including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 24 CFR Part 85.20. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the Arizona Department of Housing for the HOME and CDBG programs and

the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials, and employees from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of Recipient, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of the Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State or Arizona, or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development is not a party to this Agreement, and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 24 CFR Part 84. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply

shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, SHP, SPC, HOPWA) or state (HTF) funds used is part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to the Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. The Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

Recipient shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Recipient shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or disability.

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Recipient toward fulfillment of this Agreement.

Section 41. SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. § 35-391.06 and 35-393.06, the Recipient certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and 35-393, as applicable. If the State of Arizona or the Department determines that the

Recipient submitted a false certification, the Department may impose remedies as provided by law including cancellation or termination of this Agreement.

SECTION 42. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401— IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) The Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

(b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breech of the contract and the Recipient may be subject to penalties up to and including termination of the Agreement.

(c) The Department retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 43. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal, or material change. Proof of Insurance from the Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

The Recipient and its Subcontractor, at Recipients' and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH, and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

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

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

Recipient shall not fail to comply with the claim reporting provisions of the insurance

policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.
The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers, and employees for any claims arising out of the Recipient's acts, errors, mistakes, omissions, work or service.

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

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

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

43.1 Required Coverage

Commercial General Liability. Recipients shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of

not less than $1,000,000 each occurrence with respect to the Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. The Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Recipient will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Recipient.

43.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Recipient's work or services and as evidenced by annual Certificates of Insurance.

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

43.3 Cancellation and Expiration Notice

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

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 310, Phoenix, AZ 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to the Recipient, it shall be addressed to:

TOWN OF CLARKDALE
Entity
STEVE BURROUGHS
Attention (if applicable)
PO BOX 308
Mailing Address
CLARKDALE, AZ 86324-0308
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, recipient agrees to register the project with *socialserve.com* and keep the project listed with *socialserve.com* for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipients must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of 24 inches high by 36 inches wide, include a minimum 5-inch high ADOH logo and text printed at a minimum 72 point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipients are required to provide to ADOH before and after photographs of the project in digital or film format.

THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOUSING	**TOWN OF CLARKDALE, RECIPIENT**
BY:	BY:
Michael Trailor	Doug Von Gausig
TITLE: Director	TITLE: Mayor
DATE:	DATE:

Attachment A
SCOPE OF WORK

Town of Clarkdale 101-11 – PW: Broadway Street Improvements

Activity #1 - Administration **$66,865.00 CDBG**

To carry out all required actions to administer activities funded from the **FY 2010 NACOG Regional Account for the Town of Clarkdale.** Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

Activity #2 – PW: Broadway Road Improvements **$304,607.00 CDBG**

To use CDBG funds for engineering and construction of Broadway Road in Clarkdale, AZ to include:

- Sidewalk improvements
- Curb and gutter improvements
- Installation of solar powered lights
- Crosswalk improvements

This activity will meet the Low to Moderate Income National Objective (LMA) and will benefit approximately 143 people of whom 122 (or 85%) are low-to-moderate income.

HUD Performance Measures

Objective: Suitable Living Environment

Outcome: Improved Sustainability

Indicator(s): Number of people (LM included) with improved access

Data Collection Methodology: Document the number of residents living in the service area who have improved access and the progress of the road improvements.

ATTACHMENT B
PUBLIC WORKS/PUBLIC FACILITIES/PUBLIC SERVICES PERFORMANCE REPORT

RECIPIENT Town of Clarkdale _____ Report Period Year_____

CONTRACT # 101-11_____ ☐October ☐January ☐April ☐July

APPLICANT/BENEFICIARY DATA

Public Works Activities (water, sewer, sidewalks, lighting, parking lots, etc.)/Public Facilities/Public Services

Please check the appropriate box that reflects the activity being reported on. If your grant includes providing private water/sewer hookup connections or meters, Section A - Housing Rehabilitation must be completed. Definition of persons benefiting: the activity is completed, in whole or part, and persons are benefiting from the completed activity. (i.e.: the public water activity is the replacement of two waterlines. One of the waterlines is completed and operational and one is still under construction. The recipient would only report on the persons benefiting from the operational part of the activity.)

☐ Public Works ☐ Public Facility ☐ Public Service

DATA BASED ON (check one): ☐ Census Tract (complete Beneficiary Data section only) ☐ Survey (complete all sections below)

BENEFICIARY DATA	
TOTAL NUMBER IN PROJECT AREA:	**TOTAL FOR THIS REPORTING PERIOD**
PERSONS	
LMI PERSONS	
% OF LMI PERSONS	

RACIAL CATEGORIES (HUD DESIGNATED)	TOTAL HOUSEHOLDS BENEFITING***		TOTAL PERSONS BENEFITING**	
	RACIAL GROUP	*HISPANIC	RACIAL GROUP	* HISPANIC
WHITE				
BLACK/AFRICAN AMERICAN				
ASIAN				
AMERICAN INDIAN/ALASKAN NATIVE				
NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER				
AMERICAN INDIAN/ALASKAN NATIVE AND WHITE				
ASIAN AND WHITE				
BLACK/AFRICAN AMERICAN AND WHITE				
AMERICAN INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AMERICAN				
OTHER MULTI-RACIAL				
TOTALS				

*Hispanic HUD has designated Hispanic as an ethnic group. A household or person can be identified as both a member of a racial group and an ethnic group.

***Benefiting A household/person that meets the eligibility requirements of the program *and* has actually received the benefit, e.g. received a rehab loan/grant, homeownership assistance or public service being offered.

Complete chart below to show how many of the total number of households/persons benefiting were in these categories:

OTHER BENEFICIARY DATA		
TOTAL NUMBER BENEFITTING:	HOUSEHOLDS BENEFITING***	PERSONS BENEFITING***
FEMALE HEAD OF HOUSEHOLDS		
ELDERLY		
DISABLED		

NARRATIVE

PART 1

In the space below, provide a summary of the current status including significant accomplishments and milestones of each grant including, but not limited to the following specific project type information:

- For Public Facilities/Public Services/Public Works projects, the status of the bid process, the construction start date, etc.

PART 2

A. Explain any variances between accomplishments (proposed and actual beneficiaries) previously reported and the accomplishments being reported this period.
B. When will the project be completed? Describe the steps to be taken to ensure the completion of the project within the required timeframes.
C. Provide a detailed description of any problems that are impeding the progress and/or schedule of the project and the efforts taken to resolve the problems.

Prepared by (print) _____

Signature_____ **Date**_____

Phone_____ **email**_____

ARIZONA DEPARTMENT OF HOUSING

CDBG - RA

Attachment C

Budget

Recipient	Town of Clarkdale			Date	
Contract No./File No.	101-11 Contract Period: Oct 15, 2010 to Oct. 15, 2012			Revision No.	
Activity	Broadway Road Improvements				
Recipient Address	PO Box 308			Town	Clarkdale
Contact Person	Steve Burroughs			Fax	928-639-2559
Phone	928-639-2550	Email	Steve.Burroughs@clarkdale.az.gov	Zip Code	86324
Program Specialist	Chantel Key	Email	Chantel.Key@azhousing.gov	County	Yavapai

a	c	d	e	f	g	h
Budget Line Item or Activity No.	CDBG FY2010	Source Program Year	Source Program Year	Source Program Year	Source Program Year	Source Program Year
Activity 1 - Admin	$66,865.00					
Activity 2 - Broadway Rd. Imprv.	$304,607.00					
Total	$371,472.00					

CDBG - RA

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Town of Clarkdale			Date	
Contract No	101-11 Contract Period: Oct 15, 2010 to Oct. 15, 2012			Revision No.	
Activity	Broadway Road Improvements			☐	☐
Recipient Address	PO Box 308			Town	Clarkdale
Contact Person	Steve Burroughs			Fax	928-639-2559
Phone	928-639-2550	Email	Steve.Burroughs@clarkdale.az.gov	Zip Code	86324
Program Specialist	Chantel Key	Email	Chantel.Key@azhousing.gov	County	Yavapai

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of receipts, invoices, bank statements.
ORIGINAL SIGNATURES are required for processing.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	CDBG 2010	Source Program Year	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Act 1-Admin		$ 66,865.00			$ 66,865.00		$ 66,865.00
Act 2-Broadway Rd. Imprv.		$ 304,607.00			$ 304,607.00		$ 304,607.00
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
Total		$ 371,472.00	$ -	$ -	$ 371,472.00	$ -	$ 371,472.00

Recipient Authorized Signature	Date	Title	

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted.

Performance Reports		Current ☐	Not Current ☐	For ADOH Use Only		
ADOH Program Specialist Approval		Date			ADOH Program Manager Approval	Date

ARIZONA DEPARTMENT OF HOUSING

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT -ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2

Recipient	Town of Clarkdale			
Contract No	101-11	Contract Period: Oct 15, 2010 to Oct. 15, 2012	Pay Req. No	

Budget Line Item or Activity No	Description of expense. (List according to funding source.)	Paid (or Payable) to	Date Paid	Check # Invoice PO	Invoice Amount Charged to CDBG	Balance paid by other source	Name of other source
				Totals	$ -	$ -	