



City of Yuma City Council Meeting Agenda

Wednesday, September 4, 2024

5:30 PM

Yuma City Hall Council Chambers
One City Plaza, Yuma

Notice is hereby given, pursuant to Resolution R2015-047 that one or more members of the Yuma City Council may participate in person or by telephonic, video or internet conferencing. Voting procedures will remain as required by the Yuma City Charter and other applicable laws.

Those wishing to speak on an agenda item or during Call to the Public must complete a Speaker Request Form prior to the start of the meeting. Speaker Request Forms can be found on the City's website, in the Clerk's Office, as well as in the Council Chambers.

"Call to the Public" comments are limited to non-agenda items that pertain to City business under the authority and legislative functions of the City Council. The total time for "Call to the Public" is limited to 30 minutes.

Speaker Request Forms should be submitted to City clerk staff prior to the start of each meeting. All speakers, whether speaking on an agenda item or during "Call to the Public" are provided 3 minutes, with no more than 5 speakers permitted per topic/issue.

City Council Worksessions and Regular City Council Meetings can be viewed through the following platforms:

- Cable – Meetings are broadcast live on Spectrum Cable Channel 73.
- Live Stream – Residents can watch meetings on their computer or mobile device at www.yumaaz.gov/telvue. Previous Council meetings are also available on-demand.
- Virtual – Residents can watch meetings via Teams on their computer or mobile device at www.yumaaz.gov/publicmeetings. Click on "Calendar" then select the City meeting and click "Join".

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

FINAL CALL

Final call for submission of Speaker Request Forms for agenda related items.

ROLL CALL

PRESENTATIONS

- Reading of Library Card Sign-Up Month Proclamation
- Briefing on the upcoming Marine Corp Air Station-Yuma (MCAS-Yuma) WTI Exercise
- Bond Buy-Back Program Presented by Stifel
- Information Technology Department Update

I. MOTION CONSENT AGENDA

All items listed on the Motion Consent Agenda will be considered and enacted with one motion. There will be no separate discussion of these items unless a Councilmember so requests. In which event, the item will be removed from the Motion Consent Agenda and the vote or action may be taken separately.

A. Approval of minutes of the following City Council meeting(s):

1. [MC 2024-131](#) **Special Council Meeting Draft Minutes August 13, 2024**
Attachments: [2024_08_13_SCM_Minutes](#)
2. [MC 2024-132](#) **Regular Council Worksession Draft Minutes August 20, 2024**
Attachments: [2024_08_20_RWS_Minutes](#)

B. Executive Sessions

Executive Sessions may be held at the next regularly scheduled Special Worksession, Regular Worksession and City Council Meeting for personnel, legal, litigation and real estate matters pursuant to A.R.S. § 38-431.03 Section A(1), (3), (4), and (7). (City Attorney)

C. Approval of staff recommendations:

1. [MC 2024-123](#) **Liquor License: Oriental House**
Approve a Series #12: Restaurant Liquor License application submitted by Feifei Zhao, agent for Oriental House located at 2951 S. 4th Avenue. (LL24-11) (City Administration/City Clerk) (Lynda L. Bushong)
Attachments: [1. MAP Liquor License: Oriental House](#)

2. [MC 2024-124](#) **Liquor License: A Swanky Place LLC**
Approve a Series #06: Bar Liquor License application submitted by Maria Stefanakos, agent for A Swanky Place LLC located at 3950 W. 24th Street. (LL24-10) (City Administration/City Clerk) (Lynda L. Bushong)
- Attachments:** [1. MAP Liquor License: A Swanky Place LLC](#)
3. [MC 2024-125](#) **Bid Award: High Density Polyethylene (HDPE) Irrigation Pipe**
Authorize the purchase of HDPE Pipe to the lowest responsive and responsible bidder, Ferguson Waterworks of Yuma, Arizona in an amount of \$189,777.00 (excluding tax) for the Desert Hills Golf Course irrigation upgrades. (Engineering-RFB-25-024) (David Wostenberg/Robin R. Wilson)
4. [MC 2024-126](#) **Cooperative Purchase Agreement: Freshworks Freshservice Enterprise IT Ticketing Software**
Authorize the use of the State of Arizona Cooperative Purchase Agreement for a three-year IT Ticketing Software subscription for a total estimated expenditure of \$260,000.00 to: CDWG, Chicago, IL. (CPA-25-094) (Isaiah Kirk/Robin Wilson)
5. [MC 2024-127](#) **Request for Qualifications (RFQ): Pavement Preservation Services**
Authorize the City Administrator to execute a one-year contract for pavement preservation services with the option to renew for four additional one-year periods, one year at a time, depending on the appropriation of funds and satisfactory performance, to the following contractors: Cactus Asphalt, Tolleson, Arizona; Holbrook Asphalt Company, St. George, Utah; Sunland Asphalt & Construction, LLC., Phoenix, Arizona and VSS International, Inc., West Sacramento, California, for an estimated annual expenditure of \$2,354,000.00. (Public Works/Utilities/Engineering-RFQ-24-350) (Joel Olea/ Robin R. Wilson)
6. [MC 2024-128](#) **Agreement: Law Enforcement Support Office Program**
Authorize the City Administrator to sign a participation letter allowing the Yuma Police Department to participate in the Department of Defense Law Enforcement Support Office (LESO) Program, otherwise known as the 1033 Program. (Police/Administration) (Thomas Garrity)

Attachments: [1. AGMT 2024 LESO Program](#)

7. [MC 2024-129](#) **Subrecipient Agreements: Community Development Block Grant (CDBG) and HOME Investment Partnerships Program**
Authorize the City Administrator to execute five Subrecipient Agreements for fiscal year 2024-2025, totaling \$317,824.00, awarding CDBG and HOME funding in accordance with the Annual Action Plan adopted by City Council on June 26, 2024. (Planning & Neighborhood Services/Neighborhood Services) (Nikki Hoogendoorn)

Attachments:

1. [AGMT Subrecipient Agreement: ACHIEVE](#)
2. [AGMT Subrecipient Agreement: Crossroads Mission](#)
3. [AGMT Subrecipient Agreement: WACOG](#)
4. [AGMT Subrecipient Agreement: SWFHC](#)
5. [AGMT Subrecipient Agreement: HOME](#)

8. [MC 2024-130](#) **Infrastructure and Services Report: ANEX-42924-2024 Irwin Trust**
Approve an Infrastructure and Services Report for Annexation Area No. ANEX-42924-2024, identified as the Irwin Trust Annexation, located in the vicinity of E. 28th Street and S. Rebecca Avenue. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

II. RESOLUTION CONSENT AGENDA

All items listed on the Resolution Consent Agenda will be considered and enacted with one motion. There will be no separate discussion of these items unless a City Councilmember so requests or a Speaker Request Form has been submitted. In which event, the item will be removed from the Resolution Consent Agenda and the vote or action may be taken separately.

1. [R2024-044](#) **Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan**
Adopt the ADA Self-Evaluation and Transition Plan, dated September 2023 (Engineering) (Dave Wostenberg/Steve Wilson)

Attachments:

1. [RES ADA Self-Evaluation and Transition Plan](#)
2. [EXH A ADA Self- Evaluation and Transition Plan](#)

2. [R2024-045](#) **Addendum to Real Property Exchange and Development Agreement: Southgate Mall, LLC**
Authorize the City Administrator to execute an Addendum to Real Property Exchange and Development Agreement with the Southgate Mall, LLC (Planning and Neighborhood Services) (Alyssa Linville)
- Attachments:** [1. RES Addendum to Dev. Agreement: Southgate Mall](#)
 [2. EXH A Addendum to Dev. Agreement: Southgate Mall](#)
3. [R2024-047](#) **Lease and Operating Agreement: Yuma County Historical Society**
Approve and authorize the City Administrator to sign a Lease and Operating Agreement with the Yuma County Historical Society for the City-owned properties at 240 South Madison Avenue and 272 Madison Avenue. (Administration) (Jennifer Reichelt)
- Attachments:** [1. RES YCHS Lease and Operating Agreement](#)
 [2. AGMT YCHS Lease and Operating Agreement](#)
4. [R2024-048](#) **City of Yuma Title VI Implementation Plan 2025-2028**
Adopt the City of Yuma Title VI Implementation Plan.
- Attachments:** [1. RES City of Yuma: Title VI Implementation Plan](#)
 [2. EXH A City of Yuma: Title VI Implementation Plan](#)

III. INTRODUCTION OF ORDINANCES

The following ordinance(s) is presented to the City Council for introduction. No vote or action by the City Council is necessary. However, the City Council may, at its option, vote or take action where appropriate. Ordinances given introduction are generally presented to the City Council for adoption at the next Regular City Council meeting.

1. [O2024-028](#) **Annexation Area No. ANEX-42924-2024: Irwin Trust**
Authorize annexation of property located in the vicinity of E. 28th Street and S. Rebecca Avenue. (ANEX-42924-2024). (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)
- Attachments:** [1. PET Annex: Irwin Trust](#)
 [2. ORD Annex: Irwin Trust](#)

IV. INDUSTRIAL DEVELOPMENT AUTHORITY HOSPITAL REVENUE BOND SERIES 2024A

Presented for discussion and consideration of adoption.

1. [R2024-046](#) **Industrial Development Authority Hospital Revenue Bonds Series 2024A**
Approve the Issuance of Hospital Revenue Bonds, Series 2024A (Yuma Regional Medical Center) by the Industrial Development Authority (IDA) of the City of Yuma, Arizona and declare an emergency. (City Attorney) (Richard W. Files)

Attachments: [1. RES IDA Hospital Revenue Bonds Series 2024A](#)

V. ANNOUNCEMENTS AND SCHEDULING

Discussion and possible action on the following items:

1. Announcements:

City Council report on meetings/events attended – City Council report on issues discussed in meetings/events attended by a City Council representative in their official capacity as the City’s representative during the period of August 22, 2024 through September 4, 2024. City Council questions regarding the update must be limited solely for clarification purposes. If further discussion is warranted, the issue will be added to a future agenda for a detailed briefing.

City Council report of upcoming meetings.

City Council request for agenda items to be placed on future agendas.

2. Scheduling:

Motion to schedule future City Council meetings pursuant to Arizona Revised Statutes Section 38-431.02 and the Yuma City Code, Chapter 30.

VI. SUMMARY OF CURRENT EVENTS

This is the City Administrator’s opportunity to give notice to the City Council of current events impacting the City. Comments are intended to be informational only and no discussion, deliberation or decision will occur on this item.

VII. CALL TO THE PUBLIC

Members of the public may address the City Council on matters within City Council's authority and jurisdiction that are not listed on the agenda during the "Call to the Public" segment of the meeting. All speakers must complete a Speaker Request Form and submit it to City Clerk staff no later than the "Final Call for Speaker Request Forms" is made at the beginning of each meeting.

"Call to the Public" comments are limited to non-agenda items that pertain to City business under the authority and legislative functions of the City Council.

Speakers are limited to 3 minutes, with no more than 5 speakers permitted per topic/issue. The total time for "Call to the Public" is limited to 30 minutes.

The City Council cannot discuss or take legal action on any matter raised unless it is properly noticed for discussion and legal action. At the conclusion of the Call to the Public, individual members of the City Council may respond to criticism made by those who have addressed the City Council, may ask staff to review a matter, or may ask that a matter be placed on a future agenda.

All City Council meetings are recorded and videotaped.

VIII. EXECUTIVE SESSION

An Executive Session may be called during the public meeting for the purpose of receiving legal advice for items on this agenda pursuant to A.R.S. Section 38-431.03 A (1, 3, 4 and/or 7) and the following items:

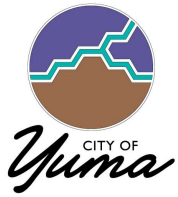
A. Discussion, consultation with and/or instruction to legal counsel regarding the following legal matters (ARS 38-431.03 A3, A4 and A7):

- 1) BJA v. COY
- 2) Mohave County, et al. v. BOR, et al.
- 3) Quinn v. Yuma County, et al.
- 4) Aguilera for O.A.
- 5) Jaramillo, et al. v. COY
- 6) Roberts v. COY
- 7) Tortora v. COY
- 8) Candela v. COY

- 9) Blankenship v. Allo, et al.
- 10) Meadows v. COY, et al.
- 11) MacDonald v. COY
- 12) Rodriguez v. COY
- 13) Claims against the City

ADJOURNMENT

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of Yuma does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in, its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services contact: ADA/Section 504 Coordinator, City of Yuma Human Resources Department, One City Plaza, Yuma, AZ 85364-1436; (928) 373-5125 or TTY (928) 373-5149.



City of Yuma
City Council Report

File #: MC 2024-131

Agenda Date: 9/4/2024

Agenda #: 1.

Special Council Meeting Draft Minutes August 13, 2024

MINUTES
SPECIAL CITY COUNCIL MEETING
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CITY COUNCIL CHAMBERS, YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
AUGUST 13, 2024
5:30 p.m.

CALL TO ORDER

Mayor Nicholls called the City Council meeting to order at 5:32 p.m.

ROLL CALL

Councilmembers Present: Morales, McClendon, Morris, Shoop, Shelton, and Mayor Nicholls
Councilmembers Absent: Smith
Staffmembers Present: Acting City Administrator, John D. Simonton
Various Department Heads or their representative
City Attorney, Richard W. Files
City Clerk, Lynda L. Bushong

I. 2024 PRIMARY ELECTION CANVASS

Mayor Nicholls introduced Kika Guzman, Yuma County Election Services Director and Richard Colwell, Yuma County Recorder, to present an update on the 2024 Primary Election. **Colwell** stated that when unofficial election results were released to the City of Yuma and other jurisdictions the precincts were not separated by jurisdictional splits but rather by the precincts as a whole, which led to some confusion and inaccurate initial voting results affecting some jurisdictions. The error was caused by inaccurate software settings and was not discovered until Monday, August 5th when it was brought to the County's attention by the Yuma City Clerk's Office. **Colwell** used the following example to better illustrate what happened:

- Yuma County consists of 47 different precincts
- Many of those precincts are split, meaning multiple jurisdictions can be included in one specified precinct. For example:
 - Precinct 1 has 1,133 registered voters with two split jurisdictions - 96 voters from the City of Yuma and 1,037 voters from outside the City of Yuma.
 - 214 voters in Precinct 1 cast votes, of which only 10 were from the City of Yuma due to the split jurisdictions.
 - This led to a misrepresentation of total votes for ballots cast and voter turnout.

Colwell emphasized that the actual number of votes cast for any particular candidate was not affected or changed, and reported that Guzman and her staff have been working with the vendor to get this reporting correct for the upcoming General Election.

Discussion

- Yuma County is not looking to change the contracted vendor they currently use.
(**Shoop/Guzman/Colwell**)

Speaker:

Cynthia Tovar, City resident, in addition to questioning the drop in the number of ballots cast, questioned the quality control, identification of the deficiency before the software was deployed and how to ensure this will not happen in the future to which **Mayor Nicholls** explained that those are questions for Yuma County and more appropriate at a County Board of Supervisors meeting.

Mayor Nicholls stated that the explanation for the drop in the ballots cast number was just explained by Mr. Colwell. **Mayor Nicholls** further explained that part of the quality control process is what the Clerk’s Office does to make sure things are moving forward correctly. There was a bit of a hiccup; the correct data ended up coming forward; and tonight, City Council is making things official.

Tovar concluded that the voters of Yuma deserve transparency and confidence that their votes have been accurately counted and that the true will of the people is reflected in the final result. **Mayor Nicholls** agreed and stated that is why the County was asked to be here to explain what happened.

Motion (Morales/McClendon): to adopt Resolution R2024-043.

Bushong displayed the following title:

Resolution R2024-043

A resolution of the City Council of the City of Yuma, Arizona, declaring and adopting the Official Canvass of the results of the Primary Election held on July 30, 2024 (for the purpose of nominating and/or seating candidates for the offices of City Councilmembers (3 seats) and Municipal Judge (one seat)) (Admn/Clk)

Roll call vote: **adopted** 7-0.

ADJOURNMENT

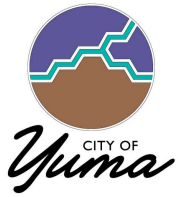
There being no need for Executive Session and no further business, the meeting adjourned at 5:42 p.m.

Lynda L. Bushong, City Clerk

APPROVED:

Douglas J. Nicholls, Mayor

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|--|
| Approved at the City Council Meeting of: _____ City Clerk: _____ |
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City of Yuma
City Council Report

File #: MC 2024-132

Agenda Date: 9/4/2024

Agenda #: 2.

Regular Council Worksession Draft Minutes August 20, 2024

MINUTES
REGULAR CITY COUNCIL WORKSESSION
 CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
 CITY COUNCIL CHAMBERS - YUMA CITY HALL
 ONE CITY PLAZA, YUMA, ARIZONA
August 20, 2024
5:30 p.m.

CALL TO ORDER

Mayor Nicholls called the Regular City Council Worksession to order at 5:33 p.m.

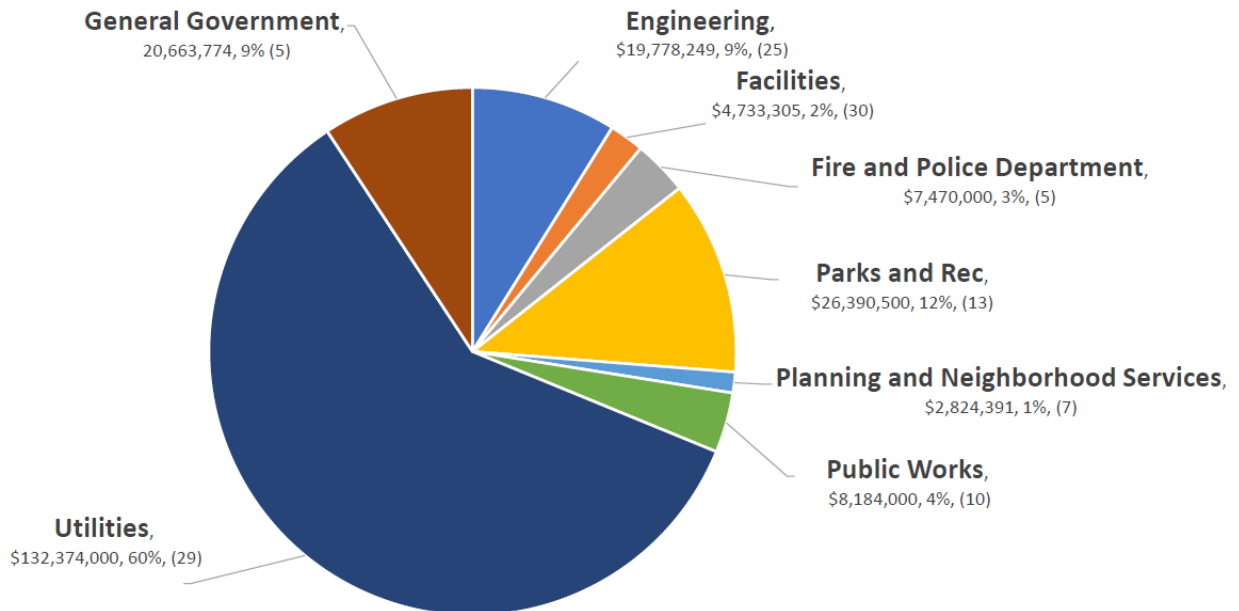
Councilmembers Present: Morales, Smith, McClendon, Morris, Shoop, and Mayor Nicholls
 Councilmembers Absent: Shelton
 Staffmembers Present: Deputy City Administrator, Jenn Reichelt
 Assistant Director of Engineering, Steve Wilson
 Chief Information Officer, Isaiah Kirk
 Various department heads or their representatives
 City Attorney, Richard W. Files
 City Clerk, Lynda L. Bushong

I. CAPITAL IMPROVEMENT PROGRAM DIVISION UPDATE

Mayor Nicholls declared a conflict of interest on the Capital Improvement Program (CIP) Division Update as his firm is involved in CIP projects, turned the meeting over to Deputy Mayor Morris, and left the dais.

Wilson presented the following:

- Total Funds for CIP Projects Fiscal Year 2025



Total Budget = \$222,418,219 (128 Projects)

Wilson clarified that the budget listed for each project is specific to the project status: Construction, Design, or Planning.

- Police and Fire Departments

| Project No. | Project Name | Status | Cost | | | Schedule |
|-------------|---|--------------|-------------|-------------|------------|-------------|
| | | | Budget | Bid | Difference | |
| 0074-POLICE | New Facility, Public Safety Training, Police Storage Facility | Construction | \$6,500,000 | \$6,309,361 | -\$190,639 | 9/25 |
| 0073-ALERT | *Equipment, Fire Station Alerting System (FSAS) Citywide | Construction | \$700,000 | \$732,000 | +\$32,000 | 12/24 |
| 0075-EDBC | Facility Improvements Emergency Dispatch Backup Center | Design | \$100,000 | - | - | Pre-scoping |
| 0073-FIRE3 | New Facility, Fire Department, Equipment Warehouse | Planning | \$70,000 | - | - | 5/25 |

*Seven fire stations, primary and backup dispatch

- Public Works

| Project No. | Project Name | Status | Cost | | | Schedule |
|-------------|---|--------------|-------------|-------------|------------|-----------|
| | | | Budget | Bid | Difference | |
| 0145-ROAD2 | Pavement Replacement, Ave B, 24 th St to 16 th St | Construction | \$4,410,000 | \$3,690,000 | -\$720,000 | 12/24 |
| 0430-ROAD7 | Pavement Replacement, 28 th St: Madison Ave to 4 th Ave and Virginia Dr: 27 th St to 28 th St | Construction | \$1,009,000 | \$847,000 | -\$162,000 | 12/24 |
| 0035-ROAD | Capacity Increase, 28 th St, 45 th Ave to 33 rd Drive | Design | \$228,000 | - | - | Bid 12/24 |
| 0021-ROAD5 | Landscape, Avenue 3E and 32 nd St Median Landscape | Design | \$36,000 | - | - | Bid 8/24 |
| 0017-ROAD4 | Turn Lane, WB 32 nd St at Ave 5E | Design | \$38,000 | - | - | Bid 12/24 |
| 0032-ROAD10 | Pavement Marking Upgrades, Citywide | Design | \$106,000 | - | - | Bid 12/24 |
| 0032-ROAD13 | Traffic Signals, Pedestrian Hybrid Beacons, 3 Locations | Design | \$326,000 | - | - | Bid 6/25 |
| 0032-ROAD8 | Traffic Signals, Pedestrian Hybrid Beacons, 5 Locations | Design | \$335,000 | - | - | Bid 6/25 |
| 0030-ROAD4 | Capacity Increase, 16 th Street, 3 rd Ave to Maple Ave | Design | \$350,000 | - | - | 12/25 |
| 0187-ROAD3 | Capacity Increase, 40 th Street Construction, 7 ½ E to 6 ¾ E | Design | \$120,000 | - | - | 11/24 |

• Utilities – Water

| Project No. | Project Name | Status | Cost | | | Schedule |
|--------------|--|--------------|-------------|-------------|-------------|-----------|
| | | | Budget | Bid | Difference | |
| 0056-WATER3 | Agua Viva WTP Well No.1 Replacement | Construction | \$2,775,000 | \$3,608,000 | \$832,000** | 8/24 |
| 0121-WATER16 | *Utility Infra. Water Meter Replacements (Polymer), Citywide | Construction | \$220,000 | - | - | FY 25 |
| 0121-WATER17 | *Utility Infra. Automated Meter Infrastructure (AMI) Project, Citywide | Construction | \$2,000,000 | - | - | FY 25 |
| 0121-WATER12 | Utility Infrastructure Arizona Ave Water Line Replacement 17 th St to 24 th St | Design | \$134,000 | - | - | Bid 8/24 |
| 0037-WATER10 | Water Plant, Main Street WTP, Filter System Upgrade III | Design | \$118,000 | - | - | Bid 12/24 |

*Installations done by Utility Department staff (five-year project)

**Water Funds

• Utilities – Sewer

| Project No. | Project Name | Status | Cost | | | Schedule |
|--------------|---|--------------|---------------|---------------|------------|----------|
| | | | Budget | Bid | Difference | |
| 0048-SEWER12 | Wastewater Plant, Desert Dunes WRF, Capacity Increase | Construction | \$102,000,000 | \$101,145,000 | -\$855,000 | 5/27 |
| 0122-SEWER3 | 40 th Street Lift Station Replacement | Construction | \$990,000 | \$1,222,000 | *\$232,000 | 12/24 |
| 0036-SEWER6 | Ave 4E Sewer Line Extension, 36 th St to 28 th St | Design | \$302,000 | - | - | Bid 1/25 |

• Parks and Recreation

| Project No. | Project Name | Status | Cost | | | Schedule |
|-------------|--|--------------|-------------|-------------|------------|-------------|
| | | | Budget | Bid | Difference | |
| 0039-PARKS6 | Park Improvement, Ray Kroc Fields, Install Field Lighting | Construction | \$1,414,000 | \$1,413,450 | -\$550 | 7/24 |
| 0138-PARKS2 | Parks Revitalization, Kennedy Hockey Rink, Lighting Upgrade | Construction | \$145,000 | \$122,000 | -\$23,000 | 12/24 |
| 0039-PARKS9 | Parks Revitalization, Kennedy Hockey Rink, Surface Restoration | Construction | \$75,000 | TBD | - | 12/24 |
| 0096-PARKS | Park Improvement, Kennedy Skate Park, Reconstruction | Construction | \$3,000,000 | \$2,963,000 | -\$37,000 | 12/25 |
| 0138-PARKS6 | Park Imp. PAAC Archery Range | Construction | \$86,000 | \$85,000 | -\$1,000 | 6/24 |
| 0140-PARKS9 | Golf Course, Desert Hills, New Irrigation System | Design | \$93,000 | - | - | Bid 9/24 |
| 0009-PARKS | New Park, E. Mesa Community Park, Construct New Park Facility | Design | \$1,028,000 | - | - | Bid 9/24 |
| 0039-PARKS | Facility Improvement, Yuma Readiness Center, Install HVAC | Design | \$715,000 | \$441,336 | -\$273,664 | 12/24 |
| 0138-PARKS7 | Park Imp. PAAC New Field 2 Temporary Fence (In House) | Planning | \$46,500 | - | - | Pre-scoping |

- Engineering

| Project No. | Project Name | Status | Cost | | | Schedule |
|-------------|---|--------------|-------------|-------------|--------------|----------------|
| | | | Budget | Bid | Difference | |
| 0428-BR14 | Bridge, Ave 7E & 40 th St over A Canal | Construction | \$1,500,000 | \$3,051,000 | +\$1,551,000 | 1/25 |
| MP-BUS | Bus pull-outs; Ave A at 16 th St | Design | \$332,000 | - | - | Bid 10/25 |
| 0032-YU24 | HAWK Signal, Crane Elem. School #13 Transportation Safety | Design | \$153,002 | - | - | Bid 10/25 |
| 0192-STORM4 | Stormwater Control, Hacienda Estates, Pump Station Imp. | Planning | \$98,000 | - | - | Study FY 24 |

- Facilities

| Project No. | Project Name | Status | Cost | | | Schedule |
|-------------|---|--------------|-----------|-----|------------|--------------|
| | | | Budget | Bid | Difference | |
| 0450-YCC11 | Facility Maint. Yuma Civic Terrace Concrete Replacement | Construction | \$100,000 | - | - | 1/25 |
| 0450-YCC12 | Yuma Civic Loading Dock & Driveway Replacement | Construction | \$87,000 | - | - | 1/25 |
| 0450-YCC06 | Facility Maint. Yuma Civic Center, Rep. Chiller Piping, Investigation | Design | \$52,000 | - | - | Bid 12/24 |

- Planning and Neighborhood Services

| Project No. | Project Name | Status | Cost | | | Schedule |
|-------------|---|--------|-----------|-----|------------|--------------|
| | | | Budget | Bid | Difference | |
| 0068-PATH6 | Pathway, East Wetland Park to Pacific Ave | Design | \$351,332 | - | - | Bid 10/25 |
| 0068-PATH4 | Pathway, 32 nd St Multi-Use, Avenue B to East Main Canal | Design | \$52,000 | - | - | Bid 11/24 |
| 0068-PATH16 | Pathway, 1 st Street, 4 th Ave to Ave B | Design | \$443,554 | - | - | Bid 6/25 |
| 0068-PATH15 | Pathway, 32 nd St Multi-Use, Ave 3E to Ave 7½ E | Design | \$333,912 | - | - | Bid 10/25 |

- General Government

| Project No. | Project Name | Status | Cost | | | Schedule |
|----------------|---------------------------------------|----------|-------------|-----|------------|----------------|
| | | | Budget | Bid | Difference | |
| 0065-HA | Yuma Multimodal Transportation Center | Design | \$1,629,000 | - | - | Bid 3/25 |
| TSMO-0003 | Transportation Management Center | Design | \$415,000 | - | - | Bid 12/24 |
| 0131-HERITAGE1 | Assessment, Brownfield Coalition | Planning | \$99,000 | - | - | Study 10/24 |

Discussion

- The projects without a bid amount have not yet gone out to bid or the bid process has not been completed (**Morris/Wilson**)
- Engineering will analyze projects that receive a low number of bids to determine if the project should be rebid, or if the budget needs to be increased or the scope decreased (**Morales/Wilson**)
- School schedules will be taken into consideration and the City will work with schools when planning any construction that is taking place near schools (**Morales/Wilson**)

- Regarding Engineering project 0428-BRI4 which came in about \$1.5 million over budget, it is likely that the estimate for that project was older and was not increased sufficiently to account for price changes (**Morales/Wilson**)
- The East Mesa Park will be bid as a base bid with alternatives that can be considered depending on available funding; lighting is most likely a part of the base bid, but Wilson will confirm whether it is included (**McClendon/Wilson**)
- The Transportation Management Center will be located on the south side of the Public Works building (**McClendon/ Wilson**)
- The City uses asphalt concrete to pave its roads; Wilson is not aware of any materials that would provide a sufficiently strong roadway that would absorb less heat, but will look into other options (**Shoop/Wilson**)

Mayor Nicholls returned to the dais.

II. REGULAR CITY COUNCIL MEETING AGENDA OF AUGUST 20, 2024

Motion Consent Agenda Item C.1 – Bid Award: Yuma Police Storage Facility (Authorize the City Administrator to execute a contract for Yuma Police Storage Facility construction services to the lowest responsive and responsible bidder in the amount of \$6,309,361.88 for the base bid to Yuma Valley Contractors, Inc., Yuma, Arizona) (RFB-24-075) (Eng)

Morales declared a conflict of interest on Motion Consent Agenda Item C.1 and left the dais.

Discussion

- About 40% of the budget is being covered by grant funds, with the remaining balance being split between grants and development fees; Wilson will report back to City Council on the ratio of grants to development fees (**Morris/Wilson**)

Morales returned to the dais.

Motion Consent Agenda Item C.4 – Cooperative Purchase Agreement: Esri Small Government Term Enterprise License Agreement (SGEA) (Authorize the use of the State of Arizona Cooperative Purchase Agreement for a three-year SGEA for a total expenditure of \$204,000 to: Environmental Systems Research Institute, Inc. (Esri) Redlands, California) (CPA-25-001) (IT)

Discussion

- A statewide Cooperative Purchase Agreement for aerial imagery is unlikely due to the varied requirements of municipalities for their specific geographical areas (**Morris/Kirk**)

Ordinance O2024-018 – Acceptance of Historic Properties (Authorize the City of Yuma to acquire ownership of: (1) the Sanguinetti House Museum and Gardens and Jack Mellon House located at 240 South Madison Avenue, Yuma, Arizona, and (2) the Molina Block located at 272 Madison Avenue, Yuma, Arizona from the Arizona Historical Society) (City Admn)

Discussion

- The City is working on finalizing an operating agreement with the Yuma County Historical Society (YCHS) that is anticipated to be presented to City Council for approval in September; YCHS raises adequate funds through their annual fundraisers to operate and maintain the properties that are included in this agreement, and the City does not anticipate any impact to the budget at this time **(Shoop/Reichelt)**
- YCHS’s budget is very prudent, and they work hard to operate within their budget with one employee and many volunteers; if additional funding is needed in the future, partnerships and other funding options can be explored **(Shoop/Nicholls)**
- If at some point YCHS is financially unable to operate the properties, they would probably close until a solution is found; if at any time the City would need to fund a significant portion of YCHS’s budget, it would be discussed during the annual budget process **(Shoop/Nicholls)**

EXECUTIVE SESSION/ADJOURNMENT

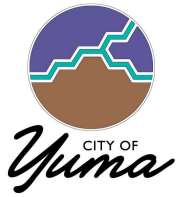
There being no further business, **Mayor Nicholls** adjourned the meeting at 6:25 p.m. No Executive Session was held.

Lynda L. Bushong, City Clerk

APPROVED:

Douglas J. Nicholls, Mayor

| |
|--|
| Approved at the City Council Meeting of: _____ City Clerk: _____ |
|--|



City of Yuma

City Council Report

File #: MC 2024-123

Agenda Date: 9/4/2024

Agenda #: 1.

08/

| | STRATEGIC OUTCOMES | ACTION |
|---|--|--|
| DEPARTMENT: City Administration | <input type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input checked="" type="checkbox"/> Respected & Responsible | <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction |
| DIVISION: City Clerk | <input type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative | <input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing |

TITLE:

Liquor License: Oriental House

SUMMARY RECOMMENDATION:

Approve a Series #12: Restaurant Liquor License application submitted by Feifei Zhao, agent for Oriental House located at 2951 S. 4th Avenue. (LL24-11) (City Administration/City Clerk) (Lynda L. Bushong)

STRATEGIC OUTCOME:

Approval of this Liquor License aligns with City Council's Respected and Responsible strategic outcome as it provides notification to the public and transparency of City business.

REPORT:

Feifei Zhao, agent for Oriental House located at 2951 S. 4th Avenue, has applied for a Series #12: Restaurant Liquor License.

The subject property has been posted for the required 20-day period and no arguments in favor of or opposed to the issuance of the license have been received.

The application has been reviewed by Planning & Neighborhood Services, the Police Department, the Fire Department, and Business Licensing.

Upon City Council's recommendation, this application will be forwarded to the Arizona Department of Liquor Licenses and Control for final processing.

FISCAL REQUIREMENTS:

| | | | |
|----------------|---------|-----------------------------|---------|
| CITY FUNDS: | \$ 0.00 | BUDGETED: | \$ 0.00 |
| STATE FUNDS: | \$ 0.00 | AVAILABLE TO TRANSFER: | \$ 0.00 |
| FEDERAL FUNDS: | \$ 0.00 | IN CONTINGENCY: | \$ 0.00 |
| OTHER SOURCES: | \$ 0.00 | FUNDING: ACCOUNT/FUND #/CIP | |

TOTAL \$ 0.00

| | | | |
|--|--|--|--|
| | | | |
| To total; right click number & choose "Update Field" | | | |

FISCAL IMPACT STATEMENT:

Application Fee: \$250.00

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

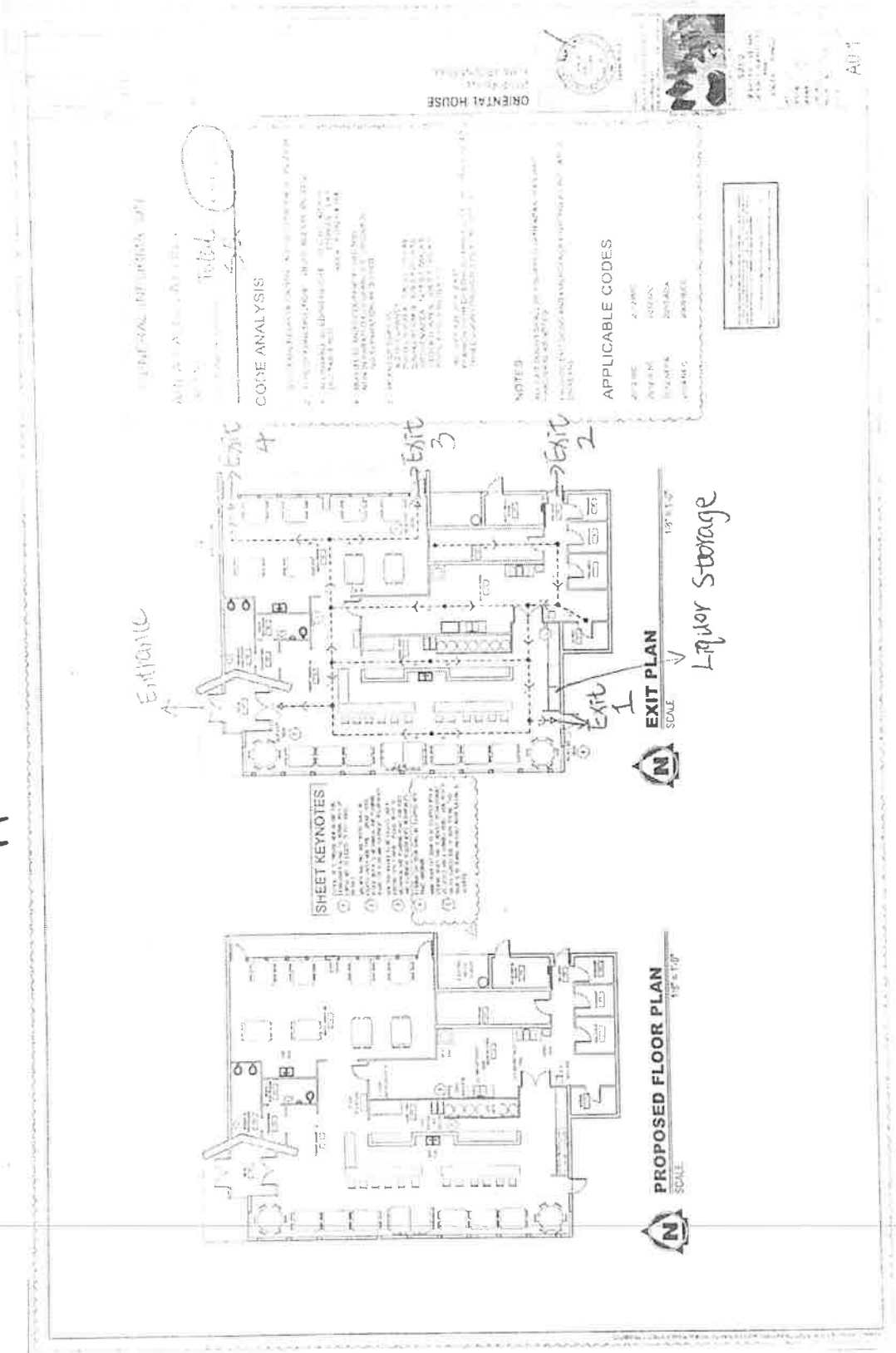
Series #12: Restaurant Liquor License application

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

| | |
|--|---------------------|
| Acting City Administrator: John D. Simonton | Date: 08/26/2024 |
| Reviewed by City Attorney: Richard W. Files | Date: 08/26/2024 |

4,164 Square feet





City of Yuma

City Council Report

File #: MC 2024-124

Agenda Date: 9/4/2024

Agenda #: 2.

| | STRATEGIC OUTCOMES | ACTION |
|---|--|---|
| DEPARTMENT: City Administration | <input type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input checked="" type="checkbox"/> Respected & Responsible | <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution |
| DIVISION: City Clerk | <input type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative | <input type="checkbox"/> Ordinance - Introduction <input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing |

TITLE:
Liquor License: A Swanky Place LLC

SUMMARY RECOMMENDATION:
Approve a Series #06: Bar Liquor License application submitted by Maria Stefanakos, agent for A Swanky Place LLC located at 3950 W. 24th Street. (LL24-10) (City Administration/City Clerk) (Lynda L. Bushong)

STRATEGIC OUTCOME:
Approval of this Liquor License aligns with City Council’s Respected and Responsible strategic outcome as it provides notification to the public and transparency of City business.

REPORT:
Maria Stefanakos, agent for A Swanky Place LLC located at 3950 W. 24th Street, has applied for a Series #06: Bar Liquor License.

The subject property has been posted for the required 20-day period and no arguments in favor of or opposed to the issuance of the license have been received.

The application has been reviewed by Planning & Neighborhood Services, the Police Department, the Fire Department, and Business Licensing.

Upon City Council’s recommendation, this application will be forwarded to the Arizona Department of Liquor Licenses and Control for final processing.

FISCAL REQUIREMENTS:

| | | | |
|--|---------|-----------------------------|---------|
| CITY FUNDS: | \$ 0.00 | BUDGETED: | \$ 0.00 |
| STATE FUNDS: | \$ 0.00 | AVAILABLE TO TRANSFER: | \$ 0.00 |
| FEDERAL FUNDS: | \$ 0.00 | IN CONTINGENCY: | \$ 0.00 |
| OTHER SOURCES: | \$ 0.00 | FUNDING: ACCOUNT/FUND #/CIP | |
| TOTAL \$ 0.00 | | | |
| . | | | |
| To total; right click number & choose "Update Field" | | | |

FISCAL IMPACT STATEMENT:

Application Fee: \$250.00

ADDITIONAL INFORMATION:

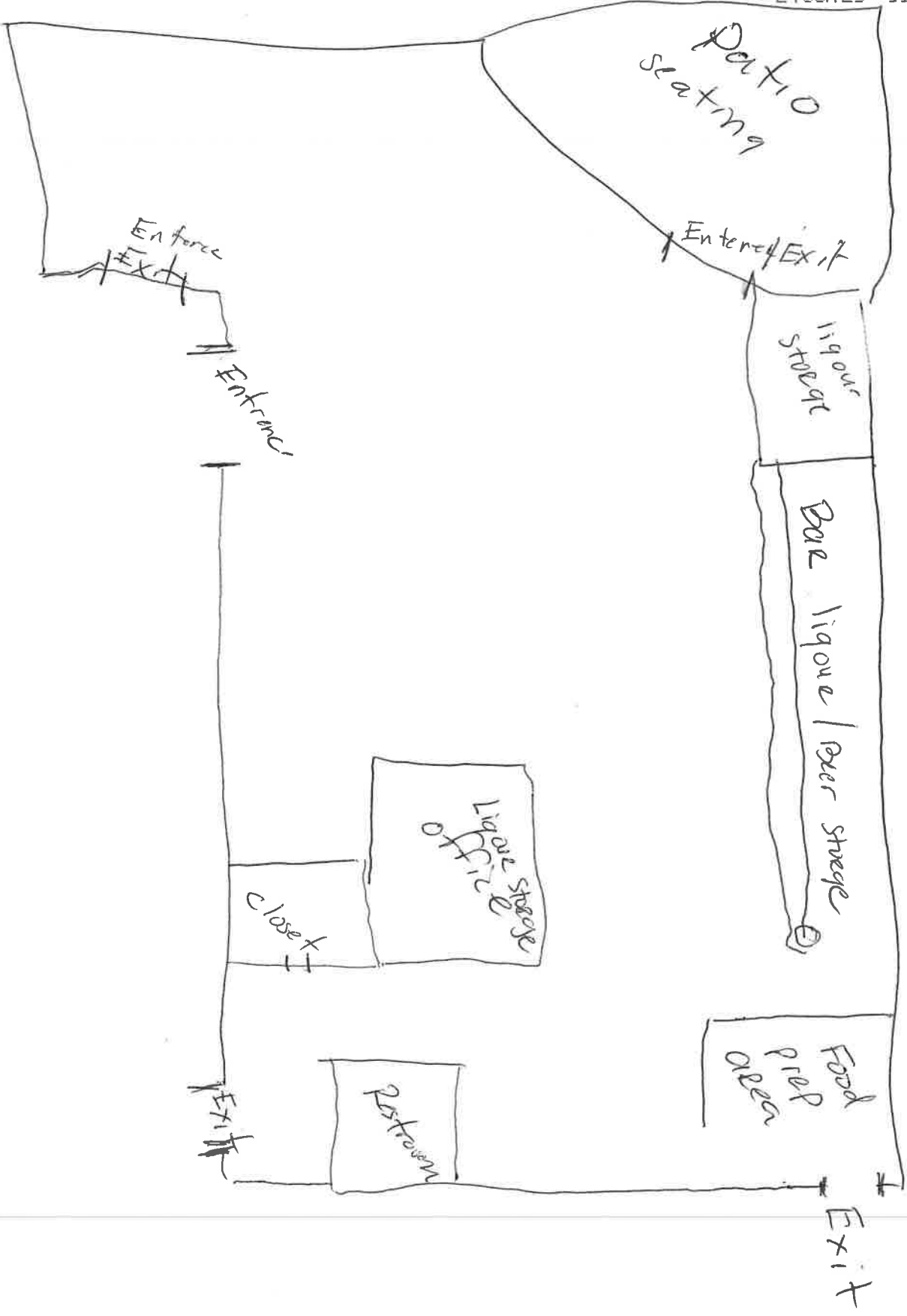
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

Series #06: Bar/Location Transfer Liquor License Application

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

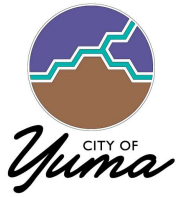
- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

| | |
|--|---------------------|
| Acting City Administrator: John D. Simonton | Date: 08/26/2024 |
| Reviewed by City Attorney: Richard W. Files | Date: 08/26/2024 |



A Swan Ky
 Square feet
 3379
 Place 44
 24

North



City of Yuma

City Council Report

File #: MC 2024-125

Agenda Date: 9/4/2024

Agenda #: 3.

| DEPARTMENT: | STRATEGIC OUTCOMES | ACTION |
|--------------------|---|---|
| Finance | <input type="checkbox"/> Safe & Prosperous | <input checked="" type="checkbox"/> Motion |
| | <input checked="" type="checkbox"/> Active & Appealing | <input type="checkbox"/> Resolution |
| | <input checked="" type="checkbox"/> Respected & Responsible | <input type="checkbox"/> Ordinance - Introduction |
| DIVISION: | <input type="checkbox"/> Connected & Engaged | <input type="checkbox"/> Ordinance - Adoption |
| Procurement | <input type="checkbox"/> Unique & Creative | <input type="checkbox"/> Public Hearing |

TITLE:

Bid Award: High Density Polyethylene (HDPE) Irrigation Pipe

SUMMARY RECOMMENDATION:

Authorize the purchase of HDPE Pipe to the lowest responsive and responsible bidder, Ferguson Waterworks of Yuma, Arizona in an amount of \$189,777.00 (excluding tax) for the Desert Hills Golf Course irrigation upgrades. (Engineering-RFB-25-024) (David Wostenberg/Robin R. Wilson)

STRATEGIC OUTCOME:

This item supports the City Council’s strategic outcome of Active and Appealing to provide premier services and amenities to the golf courses and Respected and Responsible as this project is part of a water conservation program.

REPORT:

The City received a \$3,000,000.00 grant from Water Infrastructure Finance Authority (WIFA) of Arizona as part of a water conservation program. The grant will be used to install an irrigation system for 18 holes at the Desert Hills Golf Course and 18 holes at the Par 3 Golf Course. The terms and conditions listed in the grant agreement requires five percent of the award to be expended by December 2, 2024. To meet the requirement, the City processed a solicitation to purchase a portion of the HDPE pipe identified in the project specifications directly. The pipe will be turned over to the contractor for installation.

Seven responses were received:

| | |
|---------------------------------|---------------------|
| Ferguson Waterworks | \$189,777.00 |
| Sunrise Oilfield Supply | \$190,041.00 |
| Fortiline Waterworks | \$197,831.00 |
| Milford | \$201,243.50 |
| Ewing Irrigation Products, Inc. | \$217,253.00 |
| Rain for Rent | \$258,038.00 |
| Kijero | \$534,332.00 |

FISCAL REQUIREMENTS:

| | | | |
|--|---------------|-----------------------------|--------------|
| CITY FUNDS: | \$ 0.00 | BUDGETED: | \$250,000.00 |
| STATE FUNDS: | \$ 189,777.00 | AVAILABLE TO TRANSFER: | \$ 0.00 |
| FEDERAL FUNDS: | \$ | IN CONTINGENCY: | \$ 0.00 |
| OTHER SOURCES: | \$0.00 | FUNDING: ACCOUNT/FUND #/CIP | |
| TOTAL | \$ 189,777.00 | CIP 0140-Parks 9 WIFA Grant | |
| To total; right click number & choose "Update Field" | | | |

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is provided in the City Council approved FY 2025 budget and Capital Improvement Plan.

ADDITIONAL INFORMATION:

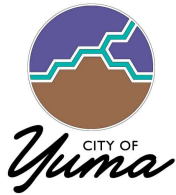
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

| | |
|--|---------------------|
| Acting City Administrator: John D. Simonton | Date: 08/26/2024 |
| Reviewed by City Attorney: Richard W. Files | Date: 08/26/2024 |



City of Yuma

City Council Report

File #: MC 2024-126

Agenda Date: 9/4/2024

Agenda #: 4.

| DEPARTMENT: | STRATEGIC OUTCOMES | ACTION |
|--|---|--|
| Finance | <input type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input type="checkbox"/> Respected & Responsible | <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction |
| DIVISION: Procurement | <input checked="" type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative | <input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing |

TITLE:

Cooperative Purchase Agreement: Freshworks Freshservice Enterprise IT Ticketing Software

SUMMARY RECOMMENDATION:

Authorize the use of the State of Arizona Cooperative Purchase Agreement for a three-year IT Ticketing Software subscription for a total estimated expenditure of \$260,000.00 to: CDWG, Chicago, IL. (CPA-25-094) (Isaiah Kirk/Robin Wilson)

STRATEGIC OUTCOME:

Freshworks Freshservice Enterprise IT ticketing software suite aligns with City Council's strategic outcome of Connected and Engaged by serving as the core application suite used by IT to manage and solve all IT business requests and functions.

REPORT:

The City will utilize Freshworks Freshservice IT ticketing software to efficiently manage and resolve IT-related issues and requests. This robust system supports various functions, including incident and problem management, service request fulfillment, change management, asset management, reporting and analytics, and knowledge base and self-service portal.

Beyond IT, other departments also leverage IT ticketing platform to streamline internal ticketing processes for various needs, such as: Communications Team - media design, website development and presentation room requests. Police Department - division to division and legal requests for case processing. Facilities - handling building access and control requests and tracking work orders. Human Resources - managing employee inquiries and HR service requests.

The IT ticketing software is accessible through a subscription model.

FISCAL REQUIREMENTS:

| | | | |
|----------------|--------------|-----------------------------|--------------|
| CITY FUNDS: | \$ 95,000.00 | BUDGETED: | \$115,000.00 |
| STATE FUNDS: | \$ 0.00 | AVAILABLE TO TRANSFER: | \$ 0.00 |
| FEDERAL FUNDS: | \$ 0.00 | IN CONTINGENCY: | \$ 0.00 |
| OTHER SOURCES: | \$ 0.00 | FUNDING: ACCOUNT/FUND #/CIP | |

TOTAL \$95,000.00

| | | |
|--|--|--|
| General Fund | | |
| To total; right click number & choose "Update Field" | | |

FISCAL IMPACT STATEMENT:

Budget authority to continue this multi-year renewal is programmed in the City Council approved FY 2025 Budget for \$115,000 and financial forecast for the remaining \$165,000 of the three-year subscription, contingency on City Council appropriations for FY 2026 and FY 2027.

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

None

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

| | |
|--|---------------------|
| Acting City Administrator: John D. Simonton | Date: 08/26/2024 |
| Reviewed by City Attorney: Richard W. Files | Date: 08/26/2024 |



City of Yuma

City Council Report

File #: MC 2024-127

Agenda Date: 9/4/2024

Agenda #: 5.

| DEPARTMENT: | STRATEGIC OUTCOMES | ACTION |
|--|---|--|
| Finance | <input checked="" type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input checked="" type="checkbox"/> Respected & Responsible | <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction |
| DIVISION: Procurement | <input type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative | <input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing |

TITLE:

Request for Qualifications (RFQ): Pavement Preservation Services

SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute a one-year contract for pavement preservation services with the option to renew for four additional one-year periods, one year at a time, depending on the appropriation of funds and satisfactory performance, to the following contractors: Cactus Asphalt, Tolleson, Arizona; Holbrook Asphalt Company, St. George, Utah; Sunland Asphalt & Construction, LLC., Phoenix, Arizona and VSS International, Inc., West Sacramento, California, for an estimated annual expenditure of \$2,354,000.00. (Public Works/Utilities/Engineering- RFQ-24-350) (Joel Olea/ Robin R. Wilson)

STRATEGIC OUTCOME:

This agenda item supports the City Council’s strategic outcomes of Respected and Responsible and Safe and Prosperous, allowing the City to make necessary repairs to the transportation roadway network and provide safe roadways and parking lots for the community.

REPORT:

Staff issued a Request for Qualifications for Pavement Preservation Services to contract with multiple licensed contractors for pavement preservation maintenance services throughout the City. Pavement maintenance treatments are intended to extend the life of the asphalt roadways.

Asphalt emulsion and aggregate are applied to preserve and protect the underlying pavement structure and provide a new driving surface. Roads chosen for slurry seal applications generally have low to moderate distress and narrow crack width.

The pavement applications serve to seal the cracks, potholes and restricts moisture intrusion. These types of treatments have reasonable disruptions to the traveling public and are opened within one day.

Once the project is identified, the scope of work will be sent to all four contractors for a quote and will be awarded to the lowest responsive and responsible bidder.

Five responses were received, and one was deemed non-responsive.

FISCAL REQUIREMENTS:

| | | | |
|--|----------------|-----------------------------|----------------|
| CITY FUNDS: | \$2,354,000.00 | BUDGETED: | \$2,354,000.00 |
| STATE FUNDS: | \$ 0.00 | AVAILABLE TO TRANSFER: | \$ 0.00 |
| FEDERAL FUNDS: | \$ 0.00 | IN CONTINGENCY: | \$ 0.00 |
| OTHER SOURCES: | \$ 0.00 | FUNDING: ACCOUNT/FUND #/CIP | |
| TOTAL \$2,354,000.00 | | | |
| 102 - City Road Tax Fund | | | |
| To total; right click number & choose "Update Field" | | | |

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is provided in the City Council approved FY 2025 budget to award these contracts and continue the annual maintenance program.

ADDITIONAL INFORMATION:

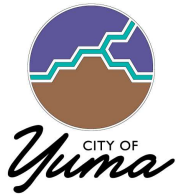
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

None

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

| | |
|--|---------------------|
| Acting City Administrator: John D. Simonton | Date: 08/26/2024 |
| Reviewed by City Attorney: Richard W. Files | Date: 08/26/2024 |



City of Yuma

City Council Report

File #: MC 2024-128

Agenda Date: 9/4/2024

Agenda #: 6.

| DEPARTMENT: | STRATEGIC OUTCOMES | ACTION |
|---|--|--|
| Police | <input checked="" type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input type="checkbox"/> Respected & Responsible | <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction |
| DIVISION: Administration | <input checked="" type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative | <input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing |

TITLE:

Agreement: Law Enforcement Support Office Program

SUMMARY RECOMMENDATION:

Authorize the City Administrator to sign a participation letter allowing the Yuma Police Department to participate in the Department of Defense Law Enforcement Support Office (LESO) Program, otherwise known as the 1033 Program. (Police/Administration) (Thomas Garrity)

STRATEGIC OUTCOME:

This participation letter is in accordance with the City Council’s Safe and Prosperous and Connected and Engaged strategic outcomes. The approved letter will allow the Yuma Police Department personnel to participate in the Law Enforcement Support Office program to obtain, use, and maintain DoD excess personal property through the Defense Logistics Agency/Law Enforcement Support Office and within the scope of the State Plan of Operations.

REPORT:

The Yuma Police Department (YPD) has been a part of the LESO State Plan of Operation Program for several years and has obtained assorted equipment at no cost to the City of Yuma.

The Secretary of Defense is authorized by Title 10 United States Code § 2576a to transfer to Federal and State/Territory Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the Department of Defense, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary.

As a result of this resource, the YPD has been able to obtain equipment such as gas mask carrier bags, rifles, rifle parts, ammunition, night vision goggles, and Aim Point rifle sights.

This is an updated agreement for the continued use of this resource.

The City of Yuma/YPD incurs an annual cost of approximately \$1,000.00 for the membership to the LESO program. YPD plans for this expense in the yearly budget.

FISCAL REQUIREMENTS:

| | | | |
|--|-------------|-----------------------------|---------|
| CITY FUNDS: | \$ 1,000.00 | BUDGETED: | \$ 0.00 |
| STATE FUNDS: | \$ 0.00 | AVAILABLE TO TRANSFER: | \$ 0.00 |
| FEDERAL FUNDS: | \$ 0.00 | IN CONTINGENCY: | \$ 0.00 |
| OTHER SOURCES: | \$ 0.00 | FUNDING: ACCOUNT/FUND #/CIP | |
| TOTAL \$1,000.00 | | | |
| - | | | |
| To total; right click number & choose "Update Field" | | | |

FISCAL IMPACT STATEMENT:

There is an annual membership fee instituted by the Arizona Public Safety Procurement Program (AZPSPP) that is based on the number of sworn personnel of the participating agency, to be paid out of the General Fund.

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

1. 2022 Addendum to LESO Program State Plan of Operations (SPO)

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

| | |
|--|---------------------|
| Acting City Administrator: John D. Simonton | Date: 08/26/2024 |
| Reviewed by City Attorney: Richard W. Files | Date: 08/26/2024 |

State Plan of Operation (SPO) between:

The State of Arizona

(State/United States Territory)

and the

Law Enforcement Agency (LEA)

1) PURPOSE This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

2) AUTHORITY The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines “law enforcement activities” as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

A. Operational Authority

a. The Governor of the State of Arizona has appointed Matt Van Camp as the State Coordinator in writing with an effective date of August 17th 2023 to implement this program statewide as well as conduct management and oversight of this program. The Tonto Apache Tribal Police Department provides funding / budgeting to administer this program. The LESO program is a division of the Arizona Public Safety Procurement Program or the AZPSPP.

B. Membership Fee

a. The AZPSPP may institute a membership fee to cover administrative costs associated with managing the LESO program. The AZPSPP uses a budget year of July 1st thru June 30th as it’s yearly cycle. Membership fees are due after July 1st of the current year. The AZPSPP currently has a \$500.00 per year membership fee for each participating agency that has 49 or less sworn personnel and a \$1000.00 membership fee for participating agencies that have 50 or more sworn personnel. Membership fees can be paid by check or credit card to the Tonto Apache Tribal Police Department LESO Program by Mail at 30 Tonto Apache Reservation Payson, AZ 85541, or by phone to 928-474-5000 ext 8153.

b. The provided funding is used to support the mandates in this plan for Program Compliance Reviews (PCR’S), training, computer hardware and software, travel and customer service. This includes computer / telephone assistance and physical visits to the LEA for training.

3) GENERAL TERMS AND CONDITIONS “DoD excess personal property” also known as “items”, “equipment”, “program property”, or “property”. “DLA Disposition Services Law Enforcement Support Office” also known as “1033 Program”, “LESO Program”, “the program”, or “LESO”. “State or U.S. Territory” also known as “the State”, “State Coordinator (SC)”, “State Point of Contact (SPOC)”, or “SC/SPOC”. “Law Enforcement Activities” also known as “agencies in law enforcement activities”, “Law Enforcement Agency (LEA)”, “program participant”, or “State/LEA”.

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide

property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

- i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).
 - ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
 - iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.
- b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the State/LEA. The State/LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the State/LEA to unauthorized participants.
- c) The State/LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.
- d) All property transferred to the State/LEA via the program is on an as-is, where-is basis.
- e) LESO reserves the right to recall property issued to a State/LEA at any time.
- f) General use of definitions/terms:
- i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.
 - ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3". Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the State/LEA. When a State/LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating State/LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.
 - iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the State/LEA and will remain on State/LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the State/LEA without issuance of further documentation. During this one year period, the State/LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or State/LEA official in their private capacity. Such property shall be maintained and ultimately

disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL “A” and “Q6” property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program. If the LEA’s policy allows for disposal of DEMIL “A” and “Q6” property by sale or auction, all funds generated by the sale of DoD acquired property will be restricted for the LEA’s use only. It cannot be transferred to the General Fund of the LEA’s parent Governing body’s budget. DoD acquired property will be fully utilized or offered to another program participant by the LEA prior to disposal. DoD property will not be acquired to supplement the LEA’s budget.

(3) After one year from ship date, DEMIL “A” and “Q6” property may be transferred, cannibalized for usable parts, sold, donated, or scrapped. All usable/repairable DEMIL “A” and “Q6” property that was obtained from the LESO program will be offered to other State, Local or Federal participants of the LESO program through the State Coordinators Office prior to being disposed of per agency policy. A Photo and description of the item shall be emailed to the State Coordinators Office for dissemination to all Arizona participants of the program. After 15 days of being offered to other program participants, the LEA may follow their agencies policy for disposal.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The State/LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the State/LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) STATE PLAN OF OPERATION The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Matt Van Camp Tonto Apache Police Department 928-595-4020

State Point of Contact (SPOC): Pepper Van Camp azleso1122@gmail.com 928-951-2176

State Point of Contact (SPOC): Don McWilliams dmckilliams@Buckeyeaz.gov 623-271-1959

State Point of Contact (SPOC): _____

ii) SC/SPOC Facility Information:

Physical Mailing Address: 30 Tonto Apache Reservation Payson, AZ 85541

Email: azleso1122@gmail.com

Phone Number: CELL 928-595-4020 / 928-978-0010 Office 928-468-1050

Website: _____

Hours of Operation: Monday thru Friday 8:00 AM to 5:00PM Hours could vary based on work assignments.

iii) Funding to administer the LESO Program at the State-level is provided via:

Tonto Apache Tribal Police Department

30 Tonto Apache Reservation Payson, AZ 85541

5) PROPERTY ACCOUNTING SYSTEM The State will maintain access to Federal Excess Property Management Information System (FPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

a) Conduct quarterly reconciliations of State property records.

b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be “active” or “inactive” in the system, so long as they are registered. Ensure registered users are employees of the State/LEA.

c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) LESO WEBSITE The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

7) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on

property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) ENROLLMENT The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

- a) Validate the authenticity of state/LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.
- b) Have sole discretion to disapprove state/LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.
- c) Ensure that screeners listed in the application package are employees of the LEA. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.
- d) Make recommendation on what constitutes a “full-time” or “part-time” law enforcement officer.
- e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.
- f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

9) PROPERTY ALLOCATION

a) The LESO shall:

- i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.
- ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.
- iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the State/LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the

justification provided by the LEA. Currently, the following allocation limits apply:

- (1) Robots: one (of each type) for every ten officers (full-time/part-time).
- (2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).
- (3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.
- (4) Small arms: one (of each type) per officer (full-time/part-time).

(a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

| Small Arms Acceptable Over-Allocations | |
|---|------------------|
| # of Officers | # by type |
| 1-10 | 2 or less |
| 11-25 | 3 or less |
| 26-100 | 5 or less |
| 101-299 | 8 or less |
| 300 or more | 10 or less |

(b) In instances where small arm allocation amounts exceed the “acceptable over-allocation” levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following:
1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

10) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the State/LEA. The State/LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity

will be secured using “two levels of physical security”. Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The State/LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

- v) Intend to review as much property as possible during a PCR.
 - (1) The goal is to review 20% of a State's overall small arms inventory.
 - (2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).
- vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).
- vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.
 - (1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.
 - (2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.
 - (3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.
- viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

- i) Assist the LESO as required, prior to, during and upon completion of the PCR.
- ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.
- iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.
- iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.
- v) Coordinate the use of any ECR with the LESO prior to the PCR.
- vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.
- vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).
 - (1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

- (2) The State-level (internal) PCR will include, at minimum:
- (a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.
 - (b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.
 - (c) An inventory of property selected for review at each LEA.
 - (d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.
- (3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.
- (4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the State/LEA to the LESO. The SC may suspend or terminate a State/LEA participation in the program at any time for non-compliance.

12) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL “A” and “Q6” property records will not be closed during the annual physical inventory period.

In the State of Arizona, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31st. The State shall:

- a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.
- b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.
- c) Validate the annual physical inventory certifications submitted by LEAs.
- d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.
- e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .
- f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

- a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):

1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.

b) LSD property with a DEMIL code of “A” and “Q6” shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of the MOA between the Federal Government and the State/U.S. Territory and this SPO in order to maintain active program participation status. If a State/LEA fails to comply with any term or condition of the MOA, SPO, DLA Instruction or Manual, federal statute or regulation, the State/LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). *Suspension*-A specified period in which an entire State/LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the State/LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. *Termination*-The removal of a State/LEA from program participation. The terminated State/LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the State/LEA involved. *Restricted Status*-A specified period in which a State/LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a State/LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the State/LEA will make every attempt to transfer the property of the terminated State/LEA to an authorized State/LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the State/LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the State/LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the State/LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the State/LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

19) INDEMNIFICATION CLAUSE The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the State/LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the State/LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising

out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from USG control.

20) TERMINATION This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

21) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of: Arizona

Full Name (Print): _____

Signature (Sign): _____ Date (MM/DD/YYYY): _____

Chief Law Enforcement Official (CLEO) (or designee): _____

Title (Print): _____

Full Name (Print): _____

Signature (Sign): _____ Date (MM/DD/YYYY): _____



City of Yuma

City Council Report

File #: MC 2024-129

Agenda Date: 9/4/2024

Agenda #: 7.

| DEPARTMENT: | STRATEGIC OUTCOMES | ACTION |
|------------------------------------|---|---|
| Planning & Neighborhood Svc | <input checked="" type="checkbox"/> Safe & Prosperous | <input checked="" type="checkbox"/> Motion |
| | <input type="checkbox"/> Active & Appealing | <input type="checkbox"/> Resolution |
| DIVISION: Neighborhood Services | <input type="checkbox"/> Respected & Responsible | <input type="checkbox"/> Ordinance - Introduction |
| | <input type="checkbox"/> Connected & Engaged | <input type="checkbox"/> Ordinance - Adoption |
| | <input type="checkbox"/> Unique & Creative | <input type="checkbox"/> Public Hearing |

TITLE:

Subrecipient Agreements: Community Development Block Grant (CDBG) and HOME Investment Partnerships Program

SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute five Subrecipient Agreements for fiscal year 2024-2025, totaling \$317,824.00, awarding CDBG and HOME funding in accordance with the Annual Action Plan adopted by City Council on June 26, 2024. (Planning & Neighborhood Services/Neighborhood Services) (Nikki Hoogendoorn)

STRATEGIC OUTCOME:

The projects funded by these agreements further the City Council’s strategic outcome of Safe and Prosperous by providing resources to meet the needs of the community, especially low-income residents.

REPORT:

On June 26, 2024, City Council approved the Annual Action Plan that outlined the intended uses of CDBG and HOME funds for Fiscal Year 2024-2025. The Plan awarded funds to five organizations for activities that further the objectives of the CDBG program. These agreements support the following projects:

- ACHIEVE Human Services, Inc - \$72,824 CDBG - Multi-Family Housing Rehabilitation; ACHIEVE will replace all of the exterior windows with energy efficient windows on a 12-unit apartment complex located at 2277 S. 1st Avenue in the Mesa Heights Neighborhood. If funding allows, additional minor improvements may be made. This will improve energy-efficiency and lower utility costs.
- Crossroads Mission - \$40,000 CDBG - Homeless Outreach; Crossroads will administer a Homeless Outreach Program. The Outreach Coordinator will make daily trips seeking unsheltered homeless people. The Coordinator will encourage them to access services at Crossroads Mission and other service providers. The objective is to give support needed to transition into the shelter and ultimately into housing.
- Western Arizona Council of Governments (WACOG) - \$40,000 CDBG - Housing Counseling Program; WACOG will work with low-and moderate-income households to help avoid possible foreclosure.

Counselors will work with lenders to modify mortgages to help clients stay in their homes. Financial Empowerment education is offered to both homeowners and renters.

- Southwest Fair Housing Council - \$15,000 CDBG - Fair Housing; Southwest Fair Housing Council will coordinate a comprehensive Fair Housing (FH) program in the City of Yuma which includes a Fair Housing event, public service announcements, training, testing, and enforcement.
- Yuma County - \$150,000 HOME - Housing Rehabilitation; Yuma County will provide owner-occupied housing rehabilitation for low-and moderate- income households.

By approving this motion the City Council authorizes the City Administrator to execute five subrecipient agreements totaling \$317,824.

FISCAL REQUIREMENTS:

| | | | |
|--|---------------|-----------------------------|---------------|
| CITY FUNDS: | \$ 0.00 | BUDGETED: | \$ 317,824.00 |
| STATE FUNDS: | \$ 0.00 | AVAILABLE TO TRANSFER: | \$ 0.00 |
| FEDERAL FUNDS: | \$ 317,824.00 | IN CONTINGENCY: | \$ 0.00 |
| OTHER SOURCES: | \$ 0.00 | FUNDING: ACCOUNT/FUND #/CIP | |
| TOTAL \$317,824.00 | | | |
| CDBG and HOME | | | |
| To total; right click number & choose "Update Field" | | | |

FISCAL IMPACT STATEMENT:

CDBG and HOME are provided through the federal government.

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

2024 Annual Action Plan

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

| | |
|--|---------------------|
| Acting City Administrator: John D. Simonton | Date: 08/26/2024 |
| Reviewed by City Attorney: Richard W. Files | Date: 08/26/2024 |

**CDBG Subrecipient Agreement
Between
City of Yuma
And
ACHIEVE Human Services**

| | |
|---------------|--------------------------------------|
| Project Name | LNR1 Apartments – Window Replacement |
| Funded Amount | \$72,824 |

This Community Development Block Grant (CDBG) Subrecipient Agreement (Agreement), entered into between the City of Yuma, a municipal corporation, (City) and ACHIEVE Human Services, a nonprofit corporation, (Subrecipient). Subrecipient and the City are sometimes referred to individually as the Party and collectively as the Parties.

RECITALS

WHEREAS, the City is a recipient of Community Development Block Grant (CDBG) funds for the program year of **July 1, 2024 through June 30, 2025** from the United States Department of Housing and Urban Development (HUD).

WHEREAS, the Subrecipient is a nonprofit corporation qualified for CDBG funds and capable of providing services that will meet one or more of the National Objectives, 1) benefit to low or moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meeting community development needs having a particular urgency.

WHEREAS, the City wishes to engage the Subrecipient to assist in providing grant eligible services.

THEREFORE, in consideration of the above recitals, the Parties agree as follows:

Agreement

1.0 Agreement Documents

This Agreement consists of this document and all attachments, exhibits, addenda, or other documents referenced in this Agreement. All attachments, exhibits, addenda, or other documents referenced in this Agreement are incorporated into and made part of this Agreement.

2.0 Work Scope

In accordance with the provisions of 24 Code of Federal Regulations (CFR) Part 570 and the terms of this Agreement, the Subrecipient agrees to complete the Project described in **Exhibit A: Statement of Work (Project)**.

3.0 Compensation

3.1 Agreement Amount: The City will provide **\$72,824** of financial assistance for the performance and completion of all work under this Agreement. Payment is contingent on Subrecipient's compliance with the terms of this Agreement and the

availability of funds. If additional CDBG funds become available, the Agreement Amount may be adjusted by written mutual consent of the City Administrator and the Subrecipient for the mutual benefit of the Parties. The Agreement Amount may be increased in an amount not to exceed 20% of the total compensation reflected on the project budget contained in Exhibit A, Section 4. All adjustments of the total compensation are governed by the terms of this Agreement and solely for the purposes outlined in Exhibit A, Section 1.

- 3.2 Method of Payment: The City will reimburse the Subrecipient for authorized expenditures in the amounts and increments approved by the City for various phases of work upon submission of a proper request for payment accompanied by supporting documentation. The Subrecipient may not request disbursement of funds until funds are needed for payment of eligible costs. Subrecipient shall not request more than the actual amount of funds needed for the Project.

The final request for payment must be submitted five (5) business days after expiration of the Agreement. Funds must be expended within the time periods established by the grant requirements.

- 3.3 Program Income: The Subrecipient shall report quarterly (October 15, January 15, April 15, and July 15) to the City all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.
- 3.4 Reversion of Assets: Upon termination of this Agreement, the Subrecipient shall transfer all CDBG funds on hand and all accounts receivable attributable to the use of grant funds as required under 24 CFR § 570.503(b)(7).
- 3.5 Disposal of Real Property: All real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000.00 must either be:
- A. Used to meet one of the national objectives in 24 CFR § 570.208 until five years after expiration of this Agreement; or
 - B. Disposed of in a manner that results in the City being reimbursed in the amount equal to the current fair market value of the property minus any portion of the value attributable to non-CDBG expenditures within five (5) years after expiration of this Agreement.
- 3.6 Section 3, in its entirety, including its subheadings, shall survive the expiration or termination of this Agreement.

4.0 Subrecipient's Obligations

- 4.1 The Subrecipient and the Project must meet all applicable requirements of the HUD CDBG program and this Agreement.

5.0 City's Obligations

- 5.1 The City will disburse funds within thirty (30) calendar days of receipt and verification of each invoice, under the terms of this Agreement.
- 5.2 The City will provide reasonable assistance to aid the Subrecipient in complying with all provisions governing the use of grant funds. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.
- 5.3 The City is responsible for intergovernmental reviews defined in Executive Order 12372.
- 5.4 The City will complete environmental reviews required by the federal grant program guidelines.

6.0 Agreement Duration

The term of this Agreement shall begin on **July 1, 2024** and end on **December 31, 2025**. The term may be extended by written mutual consent of the Neighborhood Services Manager or designee and the Subrecipient. Extensions are governed by the terms of this Agreement.

7.0 Uniform Administrative Requirements

Under 24 CFR § 570.502, 24 CFR § 570.506, and 2 CFR Part 200, Subpart D, the Subrecipient shall maintain and make available to the City, its Auditors, and HUD upon request for a period of five (5) years, the following records and reports (further described in **Exhibit B: Administrative Requirements**):

- 7.1 Records showing that the Subrecipient is a qualified Subrecipient for CDBG funds under HUD regulations;
- 7.2 Records showing that participating citizens served meet the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of lower income persons;
- 7.3 Financial records and statements required by the Office and Management and Budget (OMB) 2 CFR Part 200, Subpart D regarding annual audits;
- 7.4 Quarterly performance reports, submitted by the tenth working day of each calendar quarter to the Neighborhood Services Division of the City, describing the activities undertaken, funds expended, and results achieved during the preceding quarter.

8.0 Conditions

- 8.1 Certifications: Subrecipient shall comply with all Certifications as described and executed in **Exhibit C: Certifications and Other Uniform Administrative Requirements**.
- 8.2 Acknowledgements: Subrecipient shall acknowledge the role of HUD and the City CDBG program in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds under this Agreement.
 - A. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of the Subrecipient or by any employee of the Subrecipient. The Subrecipient shall advise the City or its designee at the time of delivery of any copyrighted or subject to copyright work furnished under this Agreement, or any adversely held copyrighted or subject to copyright material incorporated in any such work and of any invasion of the right of privacy therein contained.
 - B. The City 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.

9.0 Termination

- 9.1 Termination: This Agreement may be terminated by the following:
 - A. Under 2 CFR § 200.339 both Parties may terminate the Agreement in whole or in part. The Parties must agree upon the termination conditions and effective date of termination and in the case of partial termination, the portion to be terminated. The Party terminating must notify the other Party in writing with the reasons for termination.
 - B. Pursuant to 2 CFR § 200.338, the City may terminate this Agreement, in whole or part, upon at least 30 days' written notice, whenever it determines, in its sole discretion, that the Subrecipient has failed to comply with any term, condition, requirement, or provision of this Agreement. The City shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect.
 - C. Upon notification of the City's intent to terminate this Agreement, the Subrecipient may appeal the termination pursuant to the policies and procedures set forth in the City's Subrecipient Administrative Review Process, which is available in the Subrecipient Training Packet and incorporated herein by reference. If the Subrecipient provides

documentation to the City proving that the Subrecipient is meeting all of the requirements under the Agreement, the City may cancel the termination.

- 9.2 **Compliance With Law:** Failure to comply with the requirements of this Agreement and all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement (described in Exhibit C: Certifications and Other Uniform Administrative Requirements) may result in suspension or termination of this Agreement; except Subrecipient does not assume environmental responsibilities as described in 24 CFR § 570.604, or responsibilities for initiating the intergovernmental review process of Executive Order 12372 as described at 24 CFR § 570.612.
- 9.3 **Attorney Fees and Costs:** If either Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing Party may recover, as part of the action or proceeding, all litigation, appellate, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
- 9.4 **Alternative Dispute Resolution (ADR):** If the parties mutually agree, claims, disputes or other matters in question may be submitted for ADR and decided according to the rules of the ADR Forum. Request for ADR must be filed in writing with the other Party to this Agreement.
- 9.5 **Remedies:** If either Party breaches or defaults on this Agreement, the other Party is entitled to exercise all available legal and equitable rights and remedies.

10.0 Insurance/Bond Requirements

- 10.1 **Insurance:** Prior to the receipt of any funds, the Subrecipient must provide the City with certificates of insurance and insurance documents or bonds as stated in **Exhibit D: Bonds/Insurance.**
- 10.2 **Indemnification:** To the fullest extent permitted by law, Subrecipient shall defend, indemnify and hold harmless the City, and the City's agents, representatives, officers, directors, officials, volunteers, and employees from and against all claims (including patent and copyright infringement claims), liabilities, demands, damages, losses and expenses (including attorney fees and litigation expenses, and the cost of appellate proceedings) (collectively "Claims") to the extent that such Claims result from and/or arise out of the Subrecipient's intentional, reckless, or negligent acts, errors, directives, mistakes, or omissions, in performance of this Agreement. This includes any intentional, reckless, or negligent acts, errors, directives, mistakes, or omissions of Subrecipient's employees, agents, advertisers, contractors, subcontractors, or any other person for which the Subrecipient may be legally liable, in the performance of this Agreement.

The amount and types of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Agreement.

11.0 General Provisions

11.1 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

| | |
|--|--|
| City of Yuma | ACHIEVE Human Services, Inc. |
| Neighborhood Services Division | Lucia Wilson |
| One City Plaza | 3250A East 40 th Street, Suite A |
| Yuma, AZ 85364 | Yuma, AZ 85365 |
| Kassandra.Granados@YumaAz.gov | LWilson@achievehs.org |
| (928) 373-5187 | (928) 341-4147 |

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the Party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

11.2 Successor and Assigns: This Agreement is not assignable.

11.3 Governing Law: The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance.

11.4 Waiver: If either Party fails to require the other Party to perform any provision of this Agreement, that failure does not prevent the Party from later enforcing that provision. Neither Party is released from any responsibilities or obligations imposed by law or this Agreement if the other Party fails to exercise a right or remedy. All waivers of performance must be in writing, signed by the Party waiving.

11.5 Severability: If any terms, parts, or provisions of the Agreement documents are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

11.6 Integration: The Agreement documents contain the entire Agreement

between the parties, and no oral or written statements, promises, or inducements made by either Party or its agents not contained or specifically referred to in this Agreement are valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by both Parties.

- 11.7 No Partnership: Nothing in this Agreement constitutes a partnership or joint venture between the Parties, and neither Party is the principal nor agent of the other.
- 11.8 Independent Contractor: Subrecipient acknowledges and agrees that it is an independent contractor and its employees are not City agents or employees for any purpose, including the payment of any employer's taxes such as FICA, unemployment, and workers' compensation.
- 11.9 Venue: The Parties shall initiate and maintain any action at law or in equity or other judicial proceedings arising from this Agreement in the Superior Court of Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action commenced in accordance with the terms of this Agreement.
- 11.10 Authority: The City and Subrecipient warrant that each Party has full power and authority to enter into and perform this Agreement in accordance with its terms, and that the individual executing this Agreement is authorized to do so.
- 11.11 Further Documents and Acts: The City and the Subrecipient will execute and deliver all necessary documents and perform all acts reasonably requested by the other Party or by an escrow agent if required to consummate the sale transaction, construction work, or other activities described in this Agreement.
- 11.12 Employment Eligibility: Subrecipient warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. City retains the legal right to inspect the citizenship documents of any Subrecipient or subcontractor employee who works on this Agreement to ensure that Subrecipient or its subcontractors are complying with this warranty.
- 11.13 Lawful Presence: Subrecipient shall be required under this Agreement to comply with the provisions of Arizona Revised Statutes § 1-501 Eligibility for Federal Public Benefits, and § 1-502 Eligibility for State or Local Public Benefits relating to demonstration of lawful presence in the United States.
- 11.14 Limited English Proficiency (LEP): Subrecipient must have a Limited English Proficiency (LEP) Language Assistance Plan (LAP). If Subrecipient does not have one, they may follow the City's LEP Plan.

- 11.15 Cancellation: This Agreement may be cancelled in accordance with A.R.S. § 38-511.
- 11.16 Compliance With Non-Discrimination Laws. The Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 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. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
- 11.17 Boycott of Israel. Pursuant to A.R.S. § 35-393.01, Subrecipient certifies that Subrecipient is not engaged in a boycott of Israel as of the effective date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.
- 11.18 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement by their properly authorized representatives as follows:

DATED this _____ day of _____, 2024.

City of Yuma

ACHIEVE Human Services, Inc.

 John D. Simonton
 Acting City Administrator

 Adriel Saucedo
 Executive Director

ATTEST:

 Lynda L. Bushong
 City Clerk

APPROVED AS TO FORM:

 Richard W. Files
 City Attorney

Subrecipient Agreement Exhibits

A. Statement of Work

1. Program Description
2. Schedule of Activities
3. Level of Accomplishment – Goals and Performance Measures
4. Budget
5. Special Conditions/Reporting Requirements
6. Payment Procedures

B. Administrative Requirements

C. Certifications and Other Uniform Administrative Requirements

D. Bonds/Insurance

E. Federal Award Identification

**Exhibit A
Statement of Work**

1. PROGRAM/PROJECT/ACTIVITY DESCRIPTION

ACHIEVE Human Services, Inc.'s (AHS) mission is to "Empower the individuals that we serve to live their lives to their greatest potential" by leading in the development and delivery of innovative programs designed to strengthen individuals and build stronger communities.

The Subrecipient will replace all exterior windows with energy efficient windows on a 12-unit apartment complex located at 2277 S. 1st Avenue in the Mesa Heights Neighborhood. If funding allows, additional minor improvements may be made. This will improve energy-efficiency and lower utility costs for the tenants. Subrecipient is required to document the income of each household to ensure their income is below 80% of area median income.

National Objective: Low/Mod Housing 570.208(a)(3)
Eligible Activity: Rehabilitation: Multi-Unit Residential 570.202
Matrix Code: 14B, Rehabilitation: Multi-Unit Residential

2. SCHEDULE OF ACTIVITIES

The Subrecipient shall complete all work required by this Agreement in accordance with the timetable set forth below:

| Project Milestone | Deadline for Completion |
|---|--------------------------------|
| Advertise Invitation to Bid in newspaper | November 1, 2024 |
| Select contractor and award contract | December 31, 2024 |
| Construction / rehabilitation activities commence | March 31, 2025 |
| Rehabilitation complete | December 31, 2025 |

3. LEVEL OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES

Subrecipient agrees to provide the following levels of program service:

| <u>Activity</u> | <u>Total Units</u> |
|---|--------------------|
| Improvements to affordable rental housing | 12 housing units |

4. BUDGET

The City shall fund Subrecipient up to **\$72,824** to replace windows at LNR1 Apartments. Funding shall be used for program implementation and activities and none for general administrative expenses. Drawdowns for the payment of allowable costs shall be made against the line item budgets specified in the budget below and in accordance with performance. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

| Line Item | CDBG |
|-----------------------|-----------------|
| Construction Services | \$66,624 |
| Environmental Testing | 1,200 |
| Temporary relocation | 5,000 |
| Total | \$72,824 |

5. SPECIAL CONDITIONS/REPORTING REQUIREMENTS

All forms must be available in English and Spanish. The Subrecipient shall submit Quarterly Subrecipient Performance Reports in an approved report format by October 15, January 15, April 15, and July 15. In addition, at the completion of this Agreement, the Subrecipient shall provide a year-end analysis and report of the services provided. The number, ethnicity, gender, income eligibility status, disability status, single head of household of all applicants and/or beneficiaries of the funded Project activities shall be disclosed and stated.

Subrecipients are encouraged to perform background checks for any employees, volunteers, or other representatives who will have unsupervised contact with youth, elderly, or developmentally disabled clients while carrying out public service activities funded under this agreement. The City does not require agencies to provide copies of criminal background checks. Funding under this Agreement may be used to pay the cost of background checks.

6. PAYMENT PROCEDURES

It is expressly agreed and understood by the Parties that the total amount to be paid to the Subrecipient under this Agreement by the City shall not exceed **\$72,824**. All payments shall be on a reimbursement basis and City shall pay Subrecipient within thirty (30) days of a payment request with complete, acceptable source documentation. Said documentation shall include, but is not limited to the Quarterly Subrecipient Performance Reports and the Annual Performance Report.

Exhibit B
Administrative Requirements

A. FINANCIAL MANAGEMENT

1. Accounting Standards: The Subrecipient shall comply with 2 CFR Part 200, Subpart D and shall adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles: The Subrecipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, for all costs incurred.

B. DOCUMENTATION AND RECORD KEEPING

1. Records to be Maintained: The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, and that are pertinent to the activities to be funded under this Agreement. Types of records required to be maintained by Subrecipient shall include but are not be limited to:
 - a. Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program;
 - b. Records required to determine the eligibility of activities;
 - c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - d. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - e. Financial records required by 24 CFR § 570.502, and 2 CFR Part 233 - 200.337; and
 - f. Other records necessary to document compliance with 24 CFR 570 Subpart K.
2. Retention: The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.
3. Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, proof of income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to HUD and City monitors or their designees for review upon request.

The Subrecipient must comply with 2 CFR § 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR § 200.82, and other information HUD or the City designates as sensitive or the Subrecipient considers sensitive consistent with applicable federal, state and local laws regarding privacy and obligations of confidentiality.

4. Disclosure: The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
5. Property Records: The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR § 570.503(b)(8).
6. National Objectives: The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives - 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having particular urgency - as defined in 24 CFR § 570.208.
7. Close-Outs: Subrecipient obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City,) and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
8. Audits & Inspections: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency (HUD) deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. 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. If applicable, the Subrecipient hereby agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200, Subpart F. If the City desires a financial audit by a certified public accountant of the Subrecipient's financial records to verify use of City funds according to the terms and conditions of this Agreement, Subrecipient shall cooperate fully in the performance of such audit. Subrecipient will not be responsible for the cost of such an audit if requested by the City and is entitled to a copy of any resulting reports that are received by the City.

C. REPORTING AND PAYMENT PROCEDURES

1. **Budgets:** The Subrecipient will submit a detailed Agreement budget of a form and content prescribed by the City for approval by the City. The City and the Subrecipient may agree to revise the budget from time to time in accordance with existing City policies.
2. **Program Income:** Subrecipient shall report all program income annually as defined at 24 CFR § 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.
3. **Indirect Costs:** The City does not allow Subrecipients to use CDBG funds for overhead, indirect costs or costs determined by any type of cost allocation method. Examples include facility rent, utilities, telephones, internet service, cable, insurance, office equipment rent, not directly associated with the delivery of the funded activity. CDBG funds may only be used for costs directly related to the activity being funded as outlined in the project budget in Exhibit A.
4. **Payment Procedures:** The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient. In addition to the foregoing, Subrecipient must submit information relating to eligible expenses no later than the fifth (5th) day following the Project Completion Date or the expiration date of the Agreement, whichever occurs the earliest.
5. **Performance Reports:** The Subrecipient shall submit quarterly Performance Reports to the City in the form and content as required by the City.

D. PROCUREMENT

1. **Compliance:** Subrecipient shall comply with the current City procurement codes concerning the purchase of equipment. Subrecipient shall also maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program

income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards: Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, and services in accordance with 2 CFR Part 200, Subpart D. The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at 24 CFR § 570.609. CDBG funds may not be provided to excluded or disqualified persons.
3. Travel: Before the travel occurs, the Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.
4. Use and Reversion of Assets: The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 8 and 24 CFR § 570.502, § 570.503, and § 570.504, as applicable, which include but are not limited to the following:
 - a. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
 - b. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000.00 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR § 57.208 until five (5) years after expiration of this Agreement (or such longer period of time as the City deems appropriate). If the Subrecipient fails to use CDBG-assisted real property in a timely manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the City deems appropriate).
 - c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).
5. Relocation, Acquisition and Displacement: The Subrecipient agrees to comply with 24 CFR § 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real

property utilizing grant funds. The Subrecipient agrees to comply with applicable City Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

6. Federal Funding Accountability and Transparency Act (FFATA): The Subrecipient shall comply with the requirements of 2 CFR Part 25. The Subrecipient must have an active registration in the Universal Identifier and System for Award Management (SAM) in accordance with 2 CFR Part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information.

Exhibit C
Certifications and Other Uniform Administrative Requirements

A. UNIFORM ADMINISTRATIVE REQUIREMENTS

By virtue of signing the Agreement the Subrecipient agrees to comply with all applicable uniform administrative requirements as discussed in this Agreement, CDBG Program Handbooks, and 2 CFR Part 200.

B. EQUAL OPPORTUNITY

The Subrecipient agrees to comply with:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.
3. Section 109 of the Housing and Community Development Act of 1974.
4. Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
5. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60 as amended by Executive Orders 11375, 11478, 12107 and 12086)
6. Section 3 of the Housing and Urban Development Act of 1968, as amended.
7. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93112), as amended, and the regulations at 24 CFR Part 8.
8. The American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
9. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
10. The non-discrimination in employment and contracting opportunities laws, regulations, and Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
11. Federal Fair Housing Act of 1988, P.L. 100-430. HUD requires recipients of federal funding to affirmatively further fair housing, which includes requirements for Affirmative Fair Housing Marketing (AFHM). The purpose of AFHM requirements is to promote a condition in which individuals of similar income levels in the same housing market area have available to them a like range of choices in housing, regardless of the individual's race, color, religion, sex, handicap, familial status or national origin. The requirements also ensure positive outreach efforts to those who are least likely to know about and apply for the housing in question. If applicable, Subrecipient must implement AFHM policies in accordance with City's Affirmative Fair Housing Marketing guide.

C. INTEREST OF OFFICIALS AND CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provisions of Arizona Revised Statutes § 38-511 et seq. and of 2 CFR Parts 200.112 and 200.318, and 24 CFR 570.611, which include (but are not limited to) the following:

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 program is situated during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Subrecipient will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family business, or other ties.

D. HATCH ACT

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

E. SECTION 3 CLAUSE

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract 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). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low - and very low-income persons in the project area. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations."

F. CONDUCT

1. Assignability: The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written and signed consent of the City thereto.
2. Subcontracts:

a. *Approvals:* The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written and signed consent of the City prior to the execution of such agreement.

b. *Monitoring:* The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. *Content:* The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. *Selection Process:* The Subrecipient shall insure that all subcontracts in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

G. LABOR STANDARDS PROVISIONS

The Subrecipient agrees to administer and enforce the labor standards requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.

H. BUY AMERICA PREFERENCE (BAP)

Subrecipient agrees to administer and enforce the requirements of the Buy America Preference (BAP) per 2 CFR § 184, unless excepted by a waiver.

I. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

Notwithstanding any provision of this award, the Parties hereto agree and acknowledge that this award does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from HUD under 24 CFR Part 58, as applicable. The Parties further agree that the provision of any funds to the project is conditioned on the City's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

The Subrecipient agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR Part 58 insofar as the provisions of such Act apply to activities set forth in Exhibit A. Statement of Work.

The Subrecipient agrees to comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution and the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93234).

This Agreement is also 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.; P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800, and the regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended from time to time.

J. LEAD-BASED PAINT

This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.), and the Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR § 570.487). The use of lead-based paint is prohibited whenever CDBG funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with CDBG funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

K. 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. The proceeds from the disposition of real property shall be considered Program Income.

L. LOBBYING

The Subrecipient shall ensure that, to the best of its knowledge and belief of the undersigned:

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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grants, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal or amendment of any Federal contract.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Federal contract, grant, loan, or cooperative Agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Subrecipient shall 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 all shall 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

M. COPYRIGHT

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

N. RELIGIOUS ACTIVITIES

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR § 570.200(j), such as worship, religious instruction, or proselytization.

O. ACQUISITION/RELOCATION

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulation.

P. RECORDS TO BE MAINTAINED

Each Subrecipient shall establish and maintain sufficient records to enable the City and HUD to determine whether the Subrecipient has met the requirements of this Agreement. At a minimum, the following records are needed, and should be maintained for five years after the date of close-out of this Agreement by City. It is the responsibility of the City to notify the Subrecipient as to the date of the Agreement close-out.

All files shall be clearly labeled with the following information: CDBG Agreement number, Name of City, Activity number and shall contain the following information and documents:

1. Application and Agreement with the City and any amendments.
2. General correspondence regarding the Agreement.
3. Financial management records and audits.
4. Documentation of compliance with Section 504.
5. The Civil Rights Certification and documentation on the ethnicity, gender, disability status, single-head of household of all applicants for and recipients of benefits and/or services.

6. Procurement and contracting documents for each professional service procured or for each major item of equipment or materials purchased, with smaller items aggregated.
7. Bids and construction contracts.
8. Labor Standards records and documents for each prime contractor.
9. Records and documents for acquisition/relocation activities for each parcel acquired or family displaced.
10. Overall policies and procedures for housing rehabilitation and a separate file for each applicant/family or multi-family unit.
11. Documentation and records for job creation/retention activities and each business assisted.
12. Overall policies and procedures for any revolving loan funds and a separate file for each applicant/business assisted.
13. Policies and procedures for technical assistance and a record of each applicant/entity assisted.

Exhibit D Bonds and Insurance

A. BONDS

In the event the City provides advance funding, the Subrecipient shall purchase a blanket fidelity bond covering all Subrecipient's employees and subcontractors in an amount equal to cash advances from the City.

B. INSURANCE

B.1 General.

Subrecipient shall, at a minimum, comply with the bonding requirements of 24 CFR 200.325 and insurance requirements in 24 CFR 200.310, which require that the Subrecipient provide at least the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the Subrecipient. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

Insurer Qualifications. Without limiting any obligations or liabilities of Subrecipient, Subrecipient shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Arizona Revised Statutes ("A.R.S.") § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

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

Primary Insurance. Subrecipient's insurance shall be primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or

purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Subrecipient. Subrecipient shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Subrecipient shall be solely responsible for any such deductible or self-insured retention amount.

Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Subrecipient shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Subrecipient. Subrecipient shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Subrecipient will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Subrecipient's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Subrecipient shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.

- (2) Subrecipient's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Subrecipient under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

B.2 Required Insurance Coverage.

Commercial General Liability. Subrecipient shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

Vehicle Liability. Subrecipient shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Subrecipient's owned, hired and non-owned vehicles assigned to or used in the performance of the Subrecipient's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

Professional Liability. If this Agreement is the subject of any professional services or work, or if the Subrecipient engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Subrecipient shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Subrecipient, or anyone employed by the Subrecipient, or anyone for

whose negligent acts, mistakes, errors and omissions the Subrecipient is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

Workers' Compensation Insurance. Subrecipient shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Subrecipient's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

Additional Coverage. To the fullest extent permitted by law, if the Subrecipient maintains higher insurance limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limit maintained.

- B.3 Cancellation and Expiration Notice.** Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

Exhibit E

Federal Award Identification Worksheet (as required by 2 CFR 200.331(a)(1)(i-xiii))

| | |
|--|--|
| i. Subrecipient: ACHIEVE Human Services, Inc. | ii. Unique Entity ID: JPBVRK5HMA63 |
| iii. FAIN: B-24-MC040508 | iv. Federal Award Date: 7/1/2024 |
| | |
| v. Subaward Period of Performance: | Start Date: 7/01/24 End Date: 12/31/25 |
| | |
| vi. Amount of Federal Funds Obligated to the Subrecipient by this action: | \$ 72,824 |
| vii. Total Amount of Federal Funds Obligated to the Subrecipient: | \$ 1,042,286 |
| viii. Total Amount of the Federal Award: | \$ 1,115,110 |
| ix. Federal Award Project Description: Funds will be used to replace exterior windows at apartment (required if funded over \$25,000) complex. | |
| x. Federal Awarding Agency: U.S. Department of Housing and Urban Development | |
| Grantee: | City of Yuma, Arizona |
| Awarding Official: | , Director – CPD – Kim is no longer in Region 9. See who signed our grant agreement last year. U.S. Department of Housing and Urban Development One Sansome Street, Suite 1200 San Francisco, CA 94104-4430 |
| xi. CDFA Number and Name: 14.218 Community Development Block Grant (CDBG) - Entitlement | |
| xii. Is award for Research and Development? | Yes X No |
| xiii. Indirect Cost Rates: Indirect Costs are not billable expenses for this project | |

**CDBG Subrecipient Agreement
Between
City of Yuma
And
Crossroads Mission**

| | |
|---------------|---------------------------|
| Project Name | Homeless Outreach Program |
| Funded Amount | \$40,000 |

This Community Development Block Grant (CDBG) Subrecipient Agreement (Agreement), entered into between the City of Yuma, a municipal corporation (City), and Crossroads Mission, a nonprofit corporation (Subrecipient). Subrecipient and the City are sometimes referred to individually as the Party and collectively as the Parties.

RECITALS

WHEREAS, the City is a recipient of Community Development Block Grant (CDBG) funds for the program year of **July 1, 2024 through June 30, 2025** from the United States Department of Housing and Urban Development (HUD).

WHEREAS, the Subrecipient is a nonprofit corporation qualified for CDBG funds and capable of providing services that will meet one or more of the National Objectives, 1) benefit to low or moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meeting community development needs having a particular urgency.

WHEREAS, the City wishes to engage the Subrecipient to assist in providing grant eligible services.

THEREFORE, in consideration of the above recitals, the Parties agree as follows:

Agreement

1.0 Agreement Documents

This Agreement consists of this document and all attachments, exhibits, addenda, or other documents referenced in this Agreement. All attachments, exhibits, addenda, or other documents referenced in this Agreement are incorporated into and made part of this Agreement.

2.0 Work Scope

In accordance with the provisions of 24 Code of Federal Regulations (CFR) Part 570 and the terms of this Agreement, the Subrecipient agrees to complete the Project described in **Exhibit A: Statement of Work (Project)**.

3.0 Compensation

3.1 Agreement Amount: The City will provide **\$40,000** of financial assistance for the performance and completion of all work under this Agreement. Payment is contingent on Subrecipient's compliance with the terms of this Agreement and the

availability of funds. The Agreement Amount may be adjusted by written mutual consent of the City Administrator and the Subrecipient for the mutual benefit of the Parties. If additional CDBG funds become available, the Agreement Amount may be increased in an amount not to exceed 20% of the total compensation reflected on the project budget contained in Exhibit A, Section 4. All adjustments of the total compensation are governed by the terms of this Agreement and solely for the purposes outlined in Exhibit A, Section 1.

- 3.2 Method of Payment: The City will reimburse the Subrecipient for authorized expenditures in the amounts and increments approved by the City for various phases of work upon submission of a proper request for payment accompanied by supporting documentation. The Subrecipient may not request disbursement of funds until funds are needed for payment of eligible costs. Subrecipient shall not request more than the actual amount of funds needed for the Project.

The final request for payment must be submitted five (5) business days after expiration of the Agreement. Funds must be expended within the time periods established by the grant requirements.

- 3.3 Program Income: The Subrecipient shall report quarterly (October 15, January 15, April 15, and July 15) to the City all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

- 3.4 Reversion of Assets: Upon termination of this Agreement, the Subrecipient shall transfer all CDBG funds on hand and all accounts receivable attributable to the use of grant funds as required under 24 CFR § 570.503(b)(7).

- 3.5 Disposal of Real Property: All real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000.00 must either be:

- A. Used to meet one of the national objectives in 24 CFR § 570.208 until five years after expiration of this Agreement; or
- B. Disposed of in a manner that results in the City being reimbursed in the amount equal to the current fair market value of the property minus any portion of the value attributable to non-CDBG expenditures within five (5) years after expiration of this Agreement.

- 3.6 Section 3, in its entirety, including its subheadings, shall survive the expiration or termination of this Agreement.

4.0 Subrecipient's Obligations

- 4.1 The Subrecipient and the Project must meet all applicable requirements of the HUD CDBG program and this Agreement.

5.0 City's Obligations

- 5.1 The City will disburse funds within thirty (30) calendar days of receipt and verification of each invoice, under the terms of this Agreement.
- 5.2 The City will provide reasonable assistance to aid the Subrecipient in complying with all provisions governing the use of grant funds. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.
- 5.3 The City is responsible for intergovernmental reviews defined in Executive Order 12372.
- 5.4 The City will complete environmental reviews required by the federal grant program guidelines.

6.0 Agreement Duration

The term of this Agreement shall begin on **July 1, 2024** and end on **June 30, 2025**. The term may be extended by written mutual consent of the Neighborhood Services Manager or designee and the Subrecipient. Extensions are governed by the terms of this Agreement.

7.0 Uniform Administrative Requirements

Under 24 CFR § 570.502, 24 CFR § 570.506, and 2 CFR Part 200, Subpart D, the Subrecipient shall maintain and make available to the City, its Auditors, and HUD upon request for a period of five (5) years, the following records and reports (further described in **Exhibit B: Administrative Requirements**):

- 7.1 Records showing that the Subrecipient is a qualified Subrecipient for CDBG funds under HUD regulations;
- 7.2 Records showing that participating citizens served meet the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of lower income persons;
- 7.3 Financial records and statements required by the Office and Management and Budget (OMB) 2 CFR Part 200, Subpart D regarding annual audits;
- 7.4 Quarterly performance reports, submitted by the tenth working day of each calendar quarter to the Neighborhood Services Division of the City, describing the activities undertaken, funds expended, and results achieved during the preceding quarter.

8.0 Conditions

- 8.1 Certifications: Subrecipient shall comply with all Certifications as described and executed in **Exhibit C: Certifications and Other Uniform Administrative Requirements**.
- 8.2 Acknowledgements: Subrecipient shall acknowledge the role of HUD and the City CDBG program in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds under this Agreement.
 - A. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of the Subrecipient or by any employee of the Subrecipient. The Subrecipient shall advise the City or its designee at the time of delivery of any copyrighted or subject to copyright work furnished under this Agreement, or any adversely held copyrighted or subject to copyright material incorporated in any such work and of any invasion of the right of privacy therein contained.
 - B. The City 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.

9.0 Termination

- 9.1 Termination: This Agreement may be terminated by the following:
 - A. Under 2 CFR § 200.339 both Parties may terminate the Agreement in whole or in part. The Parties must agree upon the termination conditions and effective date of termination and in the case of partial termination, the portion to be terminated. The Party terminating must notify the other Party in writing with the reasons for termination.
 - B. Pursuant to 2 CFR § 200.338, the City may terminate this Agreement, in whole or part, upon at least 30 days' written notice, whenever it determines, in its sole discretion, that the Subrecipient has failed to comply with any term, condition, requirement, or provision of this Agreement. The City shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect.
 - C. Upon notification of the City's intent to terminate this Agreement, the Subrecipient may appeal the termination pursuant to the policies and procedures set forth in the City's Subrecipient Administrative Review Process, which is available in the Subrecipient Training Packet and incorporated herein by reference. If the Subrecipient provides documentation to the City proving that the Subrecipient is meeting all of the

requirements under the Agreement, the City may cancel the termination.

- 9.2 Compliance With Law: Failure to comply with the requirements of this Agreement and all federal, state, and local laws, regulations, and ordinances applicable to Subrecipient's performance under this Agreement (described in Exhibit C: Certifications and Other Uniform Administrative Requirements) may result in suspension or termination of this Agreement; except Subrecipient does not assume environmental responsibilities as described in 24 CFR § 570.604, or responsibilities for initiating the intergovernmental review process of Executive Order 12372 as described at 24 CFR § 570.612.
- 9.3 Attorney Fees and Costs: If either Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing Party may recover, as part of the action or proceeding, all litigation, appellate, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
- 9.4 Alternative Dispute Resolution (ADR): If the parties mutually agree, claims, disputes or other matters in question may be submitted for ADR and decided according to the rules of the ADR Forum. Request for ADR must be filed in writing with the other Party to this Agreement.
- 9.5 Remedies: If either Party breaches or defaults on this Agreement, the other Party is entitled to exercise all available legal and equitable rights and remedies.

10.0 Insurance/Bond Requirements

- 10.1 Insurance: Prior to the receipt of any funds, the Subrecipient must provide the City with certificates of insurance and insurance documents or bonds as stated in **Exhibit D: Bonds/Insurance**.
- 10.2 Indemnification: To the fullest extent permitted by law, Subrecipient shall defend, indemnify and hold harmless the City, and the City's agents, representatives, officers, directors, officials, volunteers, and employees from and against all claims (including patent and copyright infringement claims), liabilities, demands, damages, losses and expenses (including attorney fees and litigation expenses, and the cost of appellate proceedings) (collectively "Claims") to the extent that such Claims result from and/or arise out of the Subrecipient's intentional, reckless, or negligent acts, errors, directives, mistakes, or omissions, in performance of this Agreement. This includes any intentional, reckless, or negligent acts, errors, directives, mistakes, or omissions of Subrecipient's employees, agents, advertisers, contractors, subcontractors, or any other person for which the Subrecipient may be legally liable, in the performance of this Agreement.

The amount and types of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Agreement.

11.0 General Provisions

- 11.1** Notices and Requests: Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

| | |
|--|--|
| City of Yuma | Crossroads Mission |
| Neighborhood Services Division | Susan Jorgenson, Finance Director |
| One City Plaza | 944 S. Arizona Avenue |
| Yuma, AZ 85364 | Yuma, AZ 85364 |
| Kassandra.Granados@YumaAz.gov | sjorgensen@crossroadsmission.org |
| (928) 373-5187 | (928) 259-5606 |

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the Party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- 11.2 Successor and Assigns: This Agreement is not assignable.
- 11.3 Governing Law: The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance.
- 11.4 Waiver: If either Party fails to require the other Party to perform any provision of this Agreement, that failure does not prevent the Party from later enforcing that provision. Neither Party is released from any responsibilities or obligations imposed by law or this Agreement if the other Party fails to exercise a right or remedy. All waivers of performance must be in writing, signed by the Party waiving.
- 11.5 Severability: If any terms, parts, or provisions of the Agreement documents are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.
- 11.6 Integration: The Agreement documents contain the entire Agreement between the parties, and no oral or written statements, promises, or inducements

made by either Party or its agents not contained or specifically referred to in this Agreement are valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by both Parties.

- 11.7 No Partnership: Nothing in this Agreement constitutes a partnership or joint venture between the Parties, and neither Party is the principal nor agent of the other.
- 11.8 Independent Contractor: Subrecipient acknowledges and agrees that it is an independent contractor and its employees are not City agents or employees for any purpose, including the payment of any employer's taxes such as FICA, unemployment, and workers' compensation.
- 11.9 Venue: The Parties shall initiate and maintain any action at law or in equity or other judicial proceedings arising from this Agreement in the Superior Court of Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action commenced in accordance with the terms of this Agreement.
- 11.10 Authority: The City and Subrecipient warrant that each Party has full power and authority to enter into and perform this Agreement in accordance with its terms, and that the individual executing this Agreement is authorized to do so.
- 11.11 Further Documents and Acts: The City and the Subrecipient will execute and deliver all necessary documents and perform all acts reasonably requested by the other Party or by an escrow agent if required to consummate the sale transaction, construction work, or other activities described in this Agreement.
- 11.12 Employment Eligibility: Subrecipient warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. City retains the legal right to inspect the citizenship documents of any Subrecipient or subcontractor employee who works on this Agreement to ensure that Subrecipient or its subcontractors are complying with this warranty.
- 11.13 Lawful Presence: Subrecipient shall be required under this Agreement to comply with the provisions of Arizona Revised Statutes § 1-501 Eligibility for Federal Public Benefits, and § 1-502 Eligibility for State or Local Public Benefits relating to demonstration of lawful presence in the United States.
- 11.14 Limited English Proficiency (LEP): Subrecipient must have a Limited English Proficiency (LEP) Language Assistance Plan (LAP). If Subrecipient does not have one, they may follow the City's LEP Plan.
- 11.15 Cancellation: This Agreement may be cancelled in accordance with A.R.S. § 38-511.

- 11.16 Compliance With Non-Discrimination Laws: The Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 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. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
- 11.17 Boycott of Israel: Pursuant to A.R.S. § 35-393.01, Subrecipient certifies that Subrecipient is not engaged in a boycott of Israel as of the effective date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.
- 11.18 Provisions Required by Law: Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement by their properly authorized representatives as follows:

DATED this _____ day of _____, 2024.

City of Yuma

Crossroads Mission

John D. Simonton
Acting City Administrator

Myra Garlit
Executive Director

ATTEST:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

Subrecipient Agreement Exhibits

A. Statement of Work

1. Program Description
2. Schedule of Activities
3. Level of Accomplishment – Goals and Performance Measures
4. Budget
5. Special Conditions/Reporting Requirements
6. Payment Procedures

B. Administrative Requirements

C. Certifications and Other Uniform Administrative Requirements

D. Bonds/Insurance

E. Federal Award Identification

**Exhibit A
Statement of Work**

1. PROGRAM/PROJECT/ACTIVITY DESCRIPTION

Crossroads Mission provides homeless people safe shelter in a healthy environment. The Subrecipient will use CDBG funds to administer a Homeless Outreach Program. An Outreach Coordinator will drive around and seek out unsheltered homeless people. The coordinator will work to establish trust and encourage them to access services at Crossroads Mission and at other local service providers. The goal is to help them get out of unhealthy situations, into the shelter and ultimately transition into housing. All participants will be homeless people that are presumed to have very low incomes.

National Objective: Low/Mod Limited Clientele, 24 CFR 570.208 (a)(2)(A)
 Eligible Activity: Public Services 24 CFR 570.201(e)
 Matrix Code: 03T, Homeless Operating Costs

2. SCHEDULE OF ACTIVITIES

The Subrecipient shall complete all work required by this Agreement in accordance with the timetable set forth below:

| Project Milestone | Deadline for Completion |
|---|-------------------------|
| Make contact with 50 people and provide information on services | 9/30/2024 |
| Make contact with 50 people and provide information on services | 12/31/2024 |
| Make contact with 50 people and provide information on services | 3/31/2025 |
| Make contact with 50 people and provide information on services | 6/30/2025 |

3. LEVEL OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES

Subrecipient agrees to provide the following levels of program service:

| Activity | Total Units |
|--|--------------------|
| Supportive Services for low-income households (outreach) | 200 persons served |

4. BUDGET

The City shall fund Subrecipient up to **\$40,000** to fund operation of the Homeless Outreach Program. Funding shall be used for program implementation and none for general administrative expenses. Drawdowns for the payment of allowable costs shall be made against the line item budgets specified in the budget below and in accordance with performance. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

| Line Item | CDBG |
|---------------------------------------|----------|
| Outreach Coordinator payroll expenses | \$30,000 |
| Outreach vehicle expenses | \$10,000 |
| Total | \$40,000 |

5. SPECIAL CONDITIONS/REPORTING REQUIREMENTS

The Subrecipient shall obtain a completed request for assistance from every applicant for whom assistance is sought and/or provided. All forms must be available in English and Spanish. The Subrecipient shall submit Quarterly Subrecipient Performance Reports in an approved report format by October 15, January 15, April 15, and July 15. In addition, at the completion of this Agreement, the Subrecipient shall provide a year-end analysis and report of the services provided. The number, ethnicity, gender, income eligibility status, disability status, single head of household of all applicants and/or beneficiaries of the funded Project activities shall be disclosed and stated.

Subrecipients are encouraged to perform background checks for any employees, volunteers, or other representatives who will have unsupervised contact with youth, elderly, or developmentally disabled clients while carrying out public service activities funded under this agreement. The City does not require agencies to provide copies of criminal background checks. Funding under this Agreement may be used to pay the cost of background checks.

6. PAYMENT PROCEDURES

It is expressly agreed and understood by the Parties that the total amount to be paid to the Subrecipient under this Agreement by the City shall not exceed **\$40,000**. All payments shall be on a reimbursement basis and City shall pay Subrecipient within thirty (30) days of a payment request with complete, acceptable source documentation. Said documentation shall include, but is not limited to the Quarterly Subrecipient Performance Reports and the Annual Performance Report.

Exhibit B
Administrative Requirements

A. FINANCIAL MANAGEMENT

1. Accounting Standards: The Subrecipient shall comply with 2 CFR Part 200, Subpart D and shall adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles: The Subrecipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, for all costs incurred.

B. DOCUMENTATION AND RECORD KEEPING

1. Records to be Maintained: The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, and that are pertinent to the activities to be funded under this Agreement. Types of records required to be maintained by Subrecipient shall include but are not be limited to:
 - a. Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program;
 - b. Records required to determine the eligibility of activities;
 - c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - d. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - e. Financial records required by 24 CFR § 570.502, and 2 CFR Part 233 - 200.337; and
 - f. Other records necessary to document compliance with 24 CFR 570 Subpart K.
2. Retention: The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.
3. Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, proof of income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to HUD and City monitors or their designees for review upon request.

The Subrecipient must comply with 2 CFR § 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR § 200.82, and other information HUD or the City designates as sensitive or the Subrecipient considers sensitive consistent with applicable federal, state and local laws regarding privacy and obligations of confidentiality.

4. Disclosure: The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
5. Property Records: The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR § 570.503(b)(8).
6. National Objectives: The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives - 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having particular urgency - as defined in 24 CFR § 570.208.
7. Close-Outs: Subrecipient obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City,) and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
8. Audits & Inspections: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency (HUD) deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. 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. If applicable, the Subrecipient hereby agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200, Subpart F. If the City desires a financial audit by a certified public accountant of the Subrecipient's financial records to verify use of City funds according to the terms and conditions of this Agreement, Subrecipient shall cooperate fully in the performance of such audit. Subrecipient will not be responsible for the cost of such an audit if requested by the City and is entitled to a copy of any resulting reports that are received by the City.

C. REPORTING AND PAYMENT PROCEDURES

1. **Budgets:** The Subrecipient will submit a detailed Agreement budget of a form and content prescribed by the City for approval by the City. The City and the Subrecipient may agree to revise the budget from time to time in accordance with existing City policies.
2. **Program Income:** Subrecipient shall report all program income annually as defined at 24 CFR § 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.
3. **Indirect Costs:** The City does not allow Subrecipients to use CDBG funds for overhead, indirect costs or costs determined by any type of cost allocation method. Examples include facility rent, utilities, telephones, internet service, cable, insurance, office equipment rent, not directly associated with the delivery of the funded activity. CDBG funds may only be used for costs directly related to the activity being funded as outlined in the project budget in Exhibit A.
4. **Payment Procedures:** The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient. In addition to the foregoing, Subrecipient must submit information relating to eligible expenses no later than the fifth (5th) day following the Project Completion Date or the expiration date of the Agreement, whichever occurs the earliest.
5. **Performance Reports:** The Subrecipient shall submit quarterly Performance Reports to the City in the form and content as required by the City.

D. PROCUREMENT

1. **Compliance:** The Subrecipient shall comply with the current City procurement codes concerning the purchase of equipment. Subrecipient shall also maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended

program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards: Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, and services in accordance with 2 CFR Part 200, Subpart D. The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at 24 CFR § 570.609. CDBG funds may not be provided to excluded or disqualified persons.
3. Travel: Before the travel occurs, the Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.
4. Use and Reversion of Assets:___The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 8 and 24 CFR § 570.502, § 570.503, and § 570.504, as applicable, which include but are not limited to the following:
 - a. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
 - b. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000.00 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR § 57.208 until five (5) years after expiration of this Agreement (or such longer period of time as the City deems appropriate). If the Subrecipient fails to use CDBG-assisted real property in a timely manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the City deems appropriate).
 - c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).
5. Relocation, Acquisition and Displacement: The Subrecipient agrees to comply with 24 CFR § 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real

property utilizing grant funds. The Subrecipient agrees to comply with applicable City Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

6. Federal Funding Accountability and Transparency Act (FFATA): The Subrecipient shall comply with the requirements of 2 CFR Part 25. The Subrecipient must have an active registration in the Universal Identifier and System for Award Management (SAM) in accordance with 2 CFR Part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information.

Exhibit C
Certifications and Other Uniform Administrative Requirements

A. UNIFORM ADMINISTRATIVE REQUIREMENTS

By virtue of signing the Agreement the Subrecipient agrees to comply with all applicable uniform administrative requirements as discussed in this Agreement, CDBG Program Handbooks, and 2 CFR Part 200.

B. EQUAL OPPORTUNITY

The Subrecipient agrees to comply with:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.
3. Section 109 of the Housing and Community Development Act of 1974.
4. Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
5. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60 as amended by Executive Orders 11375, 11478, 12107 and 12086)
6. Section 3 of the Housing and Urban Development Act of 1968, as amended.
7. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93112), as amended, and the regulations at 24 CFR Part 8.
8. The American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
9. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
10. The non-discrimination in employment and contracting opportunities laws, regulations, and Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
11. Federal Fair Housing Act of 1988, P.L. 100-430. HUD requires recipients of federal funding to affirmatively further fair housing, which includes requirements for Affirmative Fair Housing Marketing (AFHM). The purpose of AFHM requirements is to promote a condition in which individuals of similar income levels in the same housing market area have available to them a like range of choices in housing, regardless of the individual's race, color, religion, sex, handicap, familial status or national origin. The requirements also ensure positive outreach efforts to those who are least likely to know about and apply for the housing in question. If applicable, Subrecipient must implement AFHM policies in accordance with City's Affirmative Fair Housing Marketing guide.

C. INTEREST OF OFFICIALS AND CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provisions of Arizona Revised Statutes § 38-511 et seq. and of 2 CFR Parts 200.112 and 200.318, and 24 CFR 570.611, which include (but are not limited to) the following:

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 program is situated during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Subrecipient will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family business, or other ties.

D. HATCH ACT

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

E. SECTION 3 CLAUSE

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract 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). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low - and very low-income persons in the project area. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations."

F. CONDUCT

1. Assignability: The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written and signed consent of the City thereto.
2. Subcontracts:

a. *Approvals:* The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written and signed consent of the City prior to the execution of such agreement.

b. *Monitoring:* The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. *Content:* The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. *Selection Process:* The Subrecipient shall insure that all subcontracts in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

G. LABOR STANDARDS PROVISIONS

The Subrecipient agrees to administer and enforce the labor standards requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.

H. BUY AMERICA PREFERENCE (BAP)

The Subrecipient agrees to administer and enforce requirements of the Buy America Preference (BAP) per 2 CFR § 184, unless excepted by a waiver.

I. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

Notwithstanding any provision of this award, the Parties hereto agree and acknowledge that this award does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from HUD under 24 CFR Part 58, as applicable. The Parties further agree that the provision of any funds to the project is conditioned on the City's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

The Subrecipient agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR Part 58 insofar as the provisions of such Act apply to activities set forth in Exhibit A. Statement of Work.

The Subrecipient agrees to comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution and the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93234).

This Agreement is also 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.; P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800, and the regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended from time to time.

J. LEAD-BASED PAINT

This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.), and the Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR § 570.487). The use of lead-based paint is prohibited whenever CDBG funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with CDBG funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

K. 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. The proceeds from the disposition of real property shall be considered Program Income.

L. LOBBYING

The Subrecipient shall ensure that, to the best of its knowledge and belief of the undersigned:

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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grants, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal or amendment of any Federal contract.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Federal contract, grant, loan, or cooperative Agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Subrecipient shall 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 all shall 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

M. COPYRIGHT

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

N. RELIGIOUS ACTIVITIES

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR § 570.200(j), such as worship, religious instruction, or proselytization.

O. ACQUISITION/RELOCATION

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulation.

P. RECORDS TO BE MAINTAINED

Each Subrecipient shall establish and maintain sufficient records to enable the City and HUD to determine whether the Subrecipient has met the requirements of this Agreement. At a minimum, the following records are needed, and should be maintained for five years after the date of close-out of this Agreement by City. It is the responsibility of the City to notify the Subrecipient as to the date of the Agreement close-out.

All files shall be clearly labeled with the following information: CDBG Agreement number, Name of City, Activity number and shall contain the following information and documents:

1. Application and Agreement with the City and any amendments.
2. General correspondence regarding the Agreement.
3. Financial management records and audits.
4. Documentation of compliance with Section 504.
5. The Civil Rights Certification and documentation on the ethnicity, gender, disability status, single-head of household of all applicants for and recipients of benefits and/or services.

6. Procurement and contracting documents for each professional service procured or for each major item of equipment or materials purchased, with smaller items aggregated.
7. Bids and construction contracts.
8. Labor Standards records and documents for each prime contractor.
9. Records and documents for acquisition/relocation activities for each parcel acquired or family displaced.
10. Overall policies and procedures for housing rehabilitation and a separate file for each applicant/family or multi-family unit.
11. Documentation and records for job creation/retention activities and each business assisted.
12. Overall policies and procedures for any revolving loan funds and a separate file for each applicant/business assisted.
13. Policies and procedures for technical assistance and a record of each applicant/entity assisted.

Exhibit D Bonds and Insurance

A. BONDS

In the event the City provides advance funding, the Subrecipient shall purchase a blanket fidelity bond covering all Subrecipient's employees and subcontractors in an amount equal to cash advances from the City.

B. INSURANCE

B.1 General.

Subrecipient shall, at a minimum, comply with the bonding requirements of 24 CFR 200.325 and insurance requirements in 24 CFR 200.310, which require that the Subrecipient provide at least the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the Subrecipient. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

Insurer Qualifications. Without limiting any obligations or liabilities of Subrecipient, Subrecipient shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Arizona Revised Statutes ("A.R.S.") § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

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

Primary Insurance. Subrecipient's insurance shall be primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or

purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Subrecipient. Subrecipient shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Subrecipient shall be solely responsible for any such deductible or self-insured retention amount.

Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Subrecipient shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Subrecipient. Subrecipient shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Subrecipient will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Subrecipient's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Subrecipient shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.

- (2) Subrecipient's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Subrecipient under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

B.2 Required Insurance Coverage.

Commercial General Liability. Subrecipient shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

Vehicle Liability. Subrecipient shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Subrecipient's owned, hired and non-owned vehicles assigned to or used in the performance of the Subrecipient's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

Professional Liability. If this Agreement is the subject of any professional services or work, or if the Subrecipient engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Subrecipient shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Subrecipient, or anyone employed by the Subrecipient, or anyone for

whose negligent acts, mistakes, errors and omissions the Subrecipient is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

Workers' Compensation Insurance. Subrecipient shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Subrecipient's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

Additional Coverage. To the fullest extent permitted by law, if the Subrecipient maintains higher insurance limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limit maintained.

- B.3 Cancellation and Expiration Notice.** Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

Exhibit E

Federal Award Identification Worksheet (as required by 2 CFR 200.331(a)(1)(i-xiii))

| | |
|--|--|
| i. Subrecipient: Crossroads Mission | ii. Unique Entity ID: WPPCEEZJ94J9 |
| iii. FAIN: B-24-MC040508 | iv. Federal Award Date: 7/1/2024 |
| v. Subaward Period of Performance: | Start Date: 7/01/24 End Date: 6/30/25 |
| vi. Amount of Federal Funds Obligated to the Subrecipient by this action: | \$ 40,000 |
| vii. Total Amount of Federal Funds Obligated to the Subrecipient: | \$ 0 |
| viii. Total Amount of the Federal Award: | \$ 40,000 |
| ix. Federal Award Project Description: (required if funded over \$25,000) | Funds will be used for a Homeless Outreach Program. |
| x. Federal Awarding Agency: | U.S. Department of Housing and Urban Development |
| Grantee: | City of Yuma, Arizona |
| Awarding Official: | Alice Walkup, Director - CPD U.S. Department of Housing and Urban Development One Sansome Street, Suite 1200 San Francisco, CA 94104-4430 |
| xi. CDFA Number and Name: | 14.218 Community Development Block Grant (CDBG) - Entitlement |
| xii. Is award for Research and Development? | Yes <input checked="" type="checkbox"/> No |
| xiii. Indirect Cost Rates: | Indirect Costs are not a billable expenses for this project |

**CDBG Subrecipient Agreement
Between
City of Yuma
And
Western Arizona Council of Governments**

| | |
|---------------|-----------------------------|
| Project Name | Housing Counseling Services |
| Funded Amount | \$40,000 |

This Community Development Block Grant (CDBG) Subrecipient Agreement (Agreement), entered into between the City of Yuma, a municipal corporation (City), and Western Arizona Council of Governments (WACOG), a nonprofit corporation (Subrecipient). Subrecipient and the City are sometimes referred to individually as the Party and collectively as the Parties.

RECITALS

WHEREAS, the City is a recipient of Community Development Block Grant (CDBG) funds for the program year of **July 1, 2024 through June 30, 2025** from the United States Department of Housing and Urban Development (HUD).

WHEREAS, the Subrecipient is a nonprofit corporation qualified for CDBG funds and capable of providing services that will meet one or more of the National Objectives, 1) benefit to low or moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meeting community development needs having a particular urgency.

WHEREAS, the City wishes to engage the Subrecipient to assist in providing grant eligible services.

THEREFORE, in consideration of the above recitals, the Parties agree as follows:

Agreement

1.0 Agreement Documents

This Agreement consists of this document and all attachments, exhibits, addenda, or other documents referenced in this Agreement. All attachments, exhibits, addenda, or other documents referenced in this Agreement are incorporated into and made part of this Agreement.

2.0 Work Scope

In accordance with the provisions of 24 Code of Federal Regulations (CFR) Part 570 and the terms of this Agreement, the Subrecipient agrees to complete the Project described in **Exhibit A: Statement of Work (Project)**.

3.0 Compensation

3.1 Agreement Amount: The City will provide **\$40,000** of financial assistance for the performance and completion of all work under this Agreement. Payment is contingent on Subrecipient's compliance with the terms of this Agreement and the

availability of funds. If additional CDBG funds become available, the Agreement Amount may be adjusted by written mutual consent of the City Administrator and the Subrecipient for the mutual benefit of the Parties. The Agreement Amount may be increased in an amount not to exceed 20% of the total compensation reflected on the project budget contained in Exhibit A, Section 4. All adjustments of the total compensation are governed by the terms of this Agreement and solely for the purposes outlined in Exhibit A, Section 1.

- 3.2 Method of Payment: The City will reimburse the Subrecipient for authorized expenditures in the amounts and increments approved by the City for various phases of work upon submission of a proper request for payment accompanied by supporting documentation. The Subrecipient may not request disbursement of funds until funds are needed for payment of eligible costs. Subrecipient shall not request more than the actual amount of funds needed for the Project.

The final request for payment must be submitted five (5) business days after expiration of the Agreement. Funds must be expended within the time periods established by the grant requirements.

- 3.3 Program Income: The Subrecipient shall report quarterly (October 15, January 15, April 15, and July 15) to the City all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

- 3.4 Reversion of Assets: Upon termination of this Agreement, the Subrecipient shall transfer all CDBG funds on hand and all accounts receivable attributable to the use of grant funds as required under 24 CFR § 570.503(b)(7).

- 3.5 Disposal of Real Property: All real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000.00 must either be:

- A. Used to meet one of the national objectives in 24 CFR § 570.208 until five years after expiration of this Agreement; or
- B. Disposed of in a manner that results in the City being reimbursed in the amount equal to the current fair market value of the property minus any portion of the value attributable to non-CDBG expenditures within five (5) years after expiration of this Agreement.

- 3.6 Section 3, in its entirety, including its subheadings, shall survive the expiration or termination of this Agreement.

4.0 Subrecipient's Obligations

- 4.1 The Subrecipient and the Project must meet all applicable requirements of the HUD CDBG program and this Agreement.

5.0 City's Obligations

- 5.1 The City will disburse funds within thirty (30) calendar days of receipt and verification of each invoice, under the terms of this Agreement.
- 5.2 The City will provide reasonable assistance to aid the Subrecipient in complying with all provisions governing the use of grant funds. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.
- 5.3 The City is responsible for intergovernmental reviews defined in Executive Order 12372.
- 5.4 The City will complete environmental reviews required by the federal grant program guidelines.

6.0 Agreement Duration

The term of this Agreement shall begin on **July 1, 2024** and end on **June 30, 2025**. The term may be extended by written mutual consent of the Neighborhood Services Manager or designee and the Subrecipient. Extensions are governed by the terms of this Agreement.

7.0 Uniform Administrative Requirements

Under 24 CFR § 570.502, 24 CFR § 570.506, and 2 CFR Part 200, Subpart D, the Subrecipient shall maintain and make available to the City, its Auditors, and HUD upon request for a period of five (5) years, the following records and reports (further described in **Exhibit B: Administrative Requirements**):

- 7.1 Records showing that the Subrecipient is a qualified Subrecipient for CDBG funds under HUD regulations;
- 7.2 Records showing that participating citizens served meet the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of lower income persons;
- 7.3 Financial records and statements required by the Office and Management and Budget (OMB) 2 CFR Part 200, Subpart D regarding annual audits;
- 7.4 Quarterly performance reports, submitted by the tenth working day of each calendar quarter to the Neighborhood Services Division of the City, describing the activities undertaken, funds expended, and results achieved during the preceding quarter.

8.0 Conditions

- 8.1 Certifications: Subrecipient shall comply with all Certifications as described and executed in **Exhibit C: Certifications and Other Uniform Administrative Requirements**.
- 8.2 Acknowledgements: Subrecipient shall acknowledge the role of HUD and the City CDBG program in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds under this Agreement.
 - A. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of the Subrecipient or by any employee of the Subrecipient. The Subrecipient shall advise the City or its designee at the time of delivery of any copyrighted or subject to copyright work furnished under this Agreement, or any adversely held copyrighted or subject to copyright material incorporated in any such work and of any invasion of the right of privacy therein contained.
 - B. The City 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.

9.0 Termination

- 9.1 Termination: This Agreement may be terminated by the following:
 - A. Under 2 CFR § 200.339 both Parties may terminate the Agreement in whole or in part. The Parties must agree upon the termination conditions and effective date of termination and in the case of partial termination, the portion to be terminated. The Party terminating must notify the other Party in writing with the reasons for termination.
 - B. Pursuant to 2 CFR § 200.338, the City may terminate this Agreement, in whole or part, upon at least 30 days' written notice, whenever it determines, in its sole discretion, that the Subrecipient has failed to comply with any term, condition, requirement, or provision of this Agreement. The City shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect.
 - C. Upon notification of the City's intent to terminate this Agreement, the Subrecipient may appeal the termination pursuant to the policies and procedures set forth in the City's Subrecipient Administrative Review Process, which is available in the Subrecipient Training Packet and incorporated herein by reference. If the Subrecipient provides documentation to the City proving that the Subrecipient is meeting all of the

requirements under the Agreement, the City may cancel the termination.

- 9.2 Compliance With Law: Failure to comply with the requirements of this Agreement and all federal, state, and local laws, regulations, and ordinances applicable to Subrecipient's performance under this Agreement (described in Exhibit C: Certifications and Other Uniform Administrative Requirements) may result in suspension or termination of this Agreement; except Subrecipient does not assume environmental responsibilities as described in 24 CFR § 570.604, or responsibilities for initiating the intergovernmental review process of Executive Order 12372 as described at 24 CFR § 570.612.
- 9.3 Attorney Fees and Costs: If either Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing Party may recover, as part of the action or proceeding, all litigation, appellate, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
- 9.4 Alternative Dispute Resolution (ADR): If the parties mutually agree, claims, disputes or other matters in question may be submitted for ADR and decided according to the rules of the ADR Forum. Request for ADR must be filed in writing with the other Party to this Agreement.
- 9.5 Remedies: If either Party breaches or defaults on this Agreement, the other Party is entitled to exercise all available legal and equitable rights and remedies.

10.0 Insurance/Bond Requirements

- 10.1 Insurance: Prior to the receipt of any funds, the Subrecipient must provide the City with certificates of insurance and insurance documents or bonds as stated in **Exhibit D: Bonds/Insurance**.
- 10.2 Indemnification: To the fullest extent permitted by law, Subrecipient shall defend, indemnify and hold harmless the City, and the City's agents, representatives, officers, directors, officials, volunteers, and employees from and against all claims (including patent and copyright infringement claims), liabilities, demands, damages, losses and expenses (including attorney fees and litigation expenses, and the cost of appellate proceedings) (collectively "Claims") to the extent that such Claims result from and/or arise out of the Subrecipient's intentional, reckless, or negligent acts, errors, directives, mistakes, or omissions, in performance of this Agreement. This includes any intentional, reckless, or negligent acts, errors, directives, mistakes, or omissions of Subrecipient's employees, agents, advertisers, contractors, subcontractors, or any other person for which the Subrecipient may be legally liable, in the performance of this Agreement.

The amount and types of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Agreement.

11.0 General Provisions

- 11.1** Notices and Requests: Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

| | |
|--|--|
| City of Yuma | Western Arizona Council of Governments |
| Neighborhood Services Division | Mia Armenta, Sr. Program Manager |
| One City Plaza | 1235 S. Redondo Center Drive |
| Yuma, AZ 85364 | Yuma, AZ 85365 |
| Kassandra.Granados@YumaAz.gov | miaa@wacog.com |
| (928) 373-5187 | (928) 217-7195 |

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the Party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- 11.2 Successor and Assigns: This Agreement is not assignable.
- 11.3 Governing Law: The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance.
- 11.4 Waiver: If either Party fails to require the other Party to perform any provision of this Agreement, that failure does not prevent the Party from later enforcing that provision. Neither Party is released from any responsibilities or obligations imposed by law or this Agreement if the other Party fails to exercise a right or remedy. All waivers of performance must be in writing, signed by the Party waiving.
- 11.5 Severability: If any terms, parts, or provisions of the Agreement documents are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.
- 11.6 Integration: The Agreement documents contain the entire Agreement between the parties, and no oral or written statements, promises, or inducements

made by either Party or its agents not contained or specifically referred to in this Agreement are valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by both Parties.

- 11.7 No Partnership: Nothing in this Agreement constitutes a partnership or joint venture between the Parties, and neither Party is the principal nor agent of the other.
- 11.8 Independent Contractor: Subrecipient acknowledges and agrees that it is an independent contractor and its employees are not City agents or employees for any purpose, including the payment of any employer's taxes such as FICA, unemployment, and workers' compensation.
- 11.9 Venue: The Parties shall initiate and maintain any action at law or in equity or other judicial proceedings arising from this Agreement in the Superior Court of Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action commenced in accordance with the terms of this Agreement.
- 11.10 Authority: The City and Subrecipient warrant that each Party has full power and authority to enter into and perform this Agreement in accordance with its terms, and that the individual executing this Agreement is authorized to do so.
- 11.11 Further Documents and Acts: The City and the Subrecipient will execute and deliver all necessary documents and perform all acts reasonably requested by the other Party or by an escrow agent if required to consummate the sale transaction, construction work, or other activities described in this Agreement.
- 11.12 Employment Eligibility: Subrecipient warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. City retains the legal right to inspect the citizenship documents of any Subrecipient or subcontractor employee who works on this Agreement to ensure that Subrecipient or its subcontractors are complying with this warranty.
- 11.13 Lawful Presence: Subrecipient shall be required under this Agreement to comply with the provisions of Arizona Revised Statutes § 1-501 Eligibility for Federal Public Benefits, and § 1-502 Eligibility for State or Local Public Benefits relating to demonstration of lawful presence in the United States.
- 11.14 Limited English Proficiency (LEP): Subrecipient must have a Limited English Proficiency (LEP) Language Assistance Plan (LAP). If Subrecipient does not have one, they may follow the City's LEP Plan.
- 11.15 Cancellation: This Agreement may be cancelled in accordance with A.R.S. § 38-511.

- 11.16 Compliance With Non-Discrimination Laws: The Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 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. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
- 11.17 Boycott of Israel: Pursuant to A.R.S. § 35-393.01, Subrecipient certifies that Subrecipient is not engaged in a boycott of Israel as of the effective date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.
- 11.18 Provisions Required by Law: Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement by their properly authorized representatives as follows:

DATED this _____ day of _____, 2024.

City of Yuma

Western Arizona Council of Governments

John D. Simonton
Acting City Administrator

Brian H. Babiars
Executive Director

ATTEST:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

Subrecipient Agreement Exhibits

A. Statement of Work

1. Program Description
2. Schedule of Activities
3. Level of Accomplishment – Goals and Performance Measures
4. Budget
5. Special Conditions/Reporting Requirements
6. Payment Procedures

B. Administrative Requirements

C. Certifications and Other Uniform Administrative Requirements

D. Bonds/Insurance

E. Federal Award Identification

**Exhibit A
Statement of Work**

1. PROGRAM/PROJECT/ACTIVITY DESCRIPTION

The Subrecipient provides one-on-one Housing Counseling Services. They will work with low-and moderate-income households to avoid eviction or foreclosure. For homeowners, counselors will work with the lender to modify mortgages to help clients stay in their homes. Financial Empowerment education is offered to both homeowners and renters.

National Objective: Low/Mod Limited Clientele, 570.208 (a)(2)(A)
 Eligible Activity: Public Services 24 CFR 570.201(e)
 Matrix Code: 05U, Housing Counseling

2. SCHEDULE OF ACTIVITIES

The Subrecipient shall complete all work required by this Agreement in accordance with the timetable set forth below:

| Project Milestone | Deadline for Completion |
|---|-------------------------|
| Assist 15 households with housing counseling services | 9/30/2024 |
| Assist 15 households with housing counseling services and hold one marketing campaign for the program | 12/31/2024 |
| Assist 15 households with housing counseling services | 3/31/2025 |
| Assist 15 households with housing counseling services | 6/30/2025 |

3. LEVEL OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES

Subrecipient agrees to provide the following levels of program service:

| Activity | Total Units |
|----------------------------|----------------------|
| Housing Counseling Program | 60 households served |

4. BUDGET

The City shall fund Subrecipient up to **\$40,000** to fund a Housing Counseling Program. Funding shall be used for program activities and staff expenses. Drawdowns for the payment of allowable costs shall be made against the line item budgets specified in the budget below and in accordance with performance. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

| Line Item | CDBG |
|--|----------|
| Payroll & employee related expenses – Counselors | \$37,000 |
| Program Marketing | \$2,000 |
| Office Supplies | \$1,000 |
| Total | \$40,000 |

5. SPECIAL CONDITIONS/REPORTING REQUIREMENTS

The Subrecipient shall obtain a completed request for assistance from every applicant for whom assistance is sought and/or provided. All forms must be available in English and Spanish. The Subrecipient shall submit Quarterly Subrecipient Performance Reports in an approved report format by October 15, January 15, April 15, and July 15. In addition, at the completion of this Agreement, the Subrecipient shall provide a year-end analysis and report of the services provided. The number, ethnicity, gender, income eligibility status, disability status, single head of household of all applicants and/or beneficiaries of the funded Project activities shall be disclosed and stated.

Subrecipients are encouraged to perform background checks for any employees, volunteers, or other representatives who will have unsupervised contact with youth, elderly, or developmentally disabled clients while carrying out public service activities funded under this agreement. The City does not require agencies to provide copies of criminal background checks. Funding under this Agreement may be used to pay the cost of background checks.

6. PAYMENT PROCEDURES

It is expressly agreed and understood by the Parties that the total amount to be paid to the Subrecipient under this Agreement by the City shall not exceed **\$40,000**. All payments shall be on a reimbursement basis and City shall pay Subrecipient within thirty (30) days of a payment request with complete, acceptable source documentation. Said documentation shall include, but is not limited to the Quarterly Subrecipient Performance Reports and the Annual Performance Report.

Exhibit B
Administrative Requirements

A. FINANCIAL MANAGEMENT

1. Accounting Standards: The Subrecipient shall comply with 2 CFR Part 200, Subpart D and shall adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles: The Subrecipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, for all costs incurred.

B. DOCUMENTATION AND RECORD KEEPING

1. Records to be Maintained: The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, and that are pertinent to the activities to be funded under this Agreement. Types of records required to be maintained by Subrecipient shall include but are not be limited to:
 - a. Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program;
 - b. Records required to determine the eligibility of activities;
 - c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - d. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - e. Financial records required by 24 CFR § 570.502, and 2 CFR Part 233 - 200.337; and
 - f. Other records necessary to document compliance with 24 CFR 570 Subpart K.
2. Retention: The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.
3. Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, proof of income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to HUD and City monitors or their designees for review upon request.

The Subrecipient must comply with 2 CFR § 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR § 200.82, and other information HUD or the City designates as sensitive or the Subrecipient considers sensitive consistent with applicable federal, state and local laws regarding privacy and obligations of confidentiality.

4. Disclosure: The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
5. Property Records: The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR § 570.503(b)(8).
6. National Objectives: The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives - 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having particular urgency - as defined in 24 CFR § 570.208.
7. Close-Outs: Subrecipient obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City,) and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
8. Audits & Inspections: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency (HUD) deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. 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. If applicable, the Subrecipient hereby agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200, Subpart F. If the City desires a financial audit by a certified public accountant of the Subrecipient's financial records to verify use of City funds according to the terms and conditions of this Agreement, Subrecipient shall cooperate fully in the performance of such audit. Subrecipient will not be responsible for the cost of such an audit if requested by the City and is entitled to a copy of any resulting reports that are received by the City.

C. REPORTING AND PAYMENT PROCEDURES

1. **Budgets:** The Subrecipient will submit a detailed Agreement budget of a form and content prescribed by the City for approval by the City. The City and the Subrecipient may agree to revise the budget from time to time in accordance with existing City policies.
2. **Program Income:** Subrecipient shall report all program income annually as defined at 24 CFR § 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.
3. **Indirect Costs:** The City does not allow Subrecipients to use CDBG funds for overhead, indirect costs or costs determined by any type of cost allocation method. Examples include facility rent, utilities, telephones, internet service, cable, insurance, office equipment rent, not directly associated with the delivery of the funded activity. CDBG funds may only be used for costs directly related to the activity being funded as outlined in the project budget in Exhibit A.
4. **Payment Procedures:** The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient. In addition to the foregoing, Subrecipient must submit information relating to eligible expenses no later than the fifth (5th) day following the Project Completion Date or the expiration date of the Agreement, whichever occurs the earliest.
5. **Performance Reports:** The Subrecipient shall submit quarterly Performance Reports to the City in the form and content as required by the City.

D. PROCUREMENT

1. **Compliance:** The Subrecipient shall comply with the current City procurement codes concerning the purchase of equipment. Subrecipient shall also maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended

program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards: Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, and services in accordance with 2 CFR Part 200, Subpart D. The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at 24 CFR § 570.609. CDBG funds may not be provided to excluded or disqualified persons.
3. Travel: Before the travel occurs, the Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.
4. Use and Reversion of Assets:___The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 8 and 24 CFR § 570.502, § 570.503, and § 570.504, as applicable, which include but are not limited to the following:
 - a. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
 - b. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000.00 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR § 57.208 until five (5) years after expiration of this Agreement (or such longer period of time as the City deems appropriate). If the Subrecipient fails to use CDBG-assisted real property in a timely manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the City deems appropriate).
 - c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).
5. Relocation, Acquisition and Displacement: The Subrecipient agrees to comply with 24 CFR § 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real

property utilizing grant funds. The Subrecipient agrees to comply with applicable City Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

6. Federal Funding Accountability and Transparency Act (FFATA): The Subrecipient shall comply with the requirements of 2 CFR Part 25. The Subrecipient must have an active registration in the Universal Identifier and System for Award Management (SAM) in accordance with 2 CFR Part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information.

Exhibit C
Certifications and Other Uniform Administrative Requirements

A. UNIFORM ADMINISTRATIVE REQUIREMENTS

By virtue of signing the Agreement the Subrecipient agrees to comply with all applicable uniform administrative requirements as discussed in this Agreement, CDBG Program Handbooks, and 2 CFR Part 200.

B. EQUAL OPPORTUNITY

The Subrecipient agrees to comply with:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.
3. Section 109 of the Housing and Community Development Act of 1974.
4. Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
5. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60 as amended by Executive Orders 11375, 11478, 12107 and 12086)
6. Section 3 of the Housing and Urban Development Act of 1968, as amended.
7. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93112), as amended, and the regulations at 24 CFR Part 8.
8. The American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
9. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
10. The non-discrimination in employment and contracting opportunities laws, regulations, and Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
11. Federal Fair Housing Act of 1988, P.L. 100-430. HUD requires recipients of federal funding to affirmatively further fair housing, which includes requirements for Affirmative Fair Housing Marketing (AFHM). The purpose of AFHM requirements is to promote a condition in which individuals of similar income levels in the same housing market area have available to them a like range of choices in housing, regardless of the individual's race, color, religion, sex, handicap, familial status or national origin. The requirements also ensure positive outreach efforts to those who are least likely to know about and apply for the housing in question. If applicable, Subrecipient must implement AFHM policies in accordance with City's Affirmative Fair Housing Marketing guide.

C. INTEREST OF OFFICIALS AND CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provisions of Arizona Revised Statutes § 38-511 et seq. and of 2 CFR Parts 200.112 and 200.318, and 24 CFR 570.611, which include (but are not limited to) the following:

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 program is situated during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Subrecipient will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family business, or other ties.

D. HATCH ACT

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

E. SECTION 3 CLAUSE

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract 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). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low - and very low-income persons in the project area. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations."

F. CONDUCT

1. Assignability: The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written and signed consent of the City thereto.
2. Subcontracts:

a. *Approvals:* The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written and signed consent of the City prior to the execution of such agreement.

b. *Monitoring:* The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. *Content:* The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. *Selection Process:* The Subrecipient shall insure that all subcontracts in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

G. LABOR STANDARDS PROVISIONS

The Subrecipient agrees to administer and enforce the labor standards requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.

H. BUY AMERICA PREFERENCE (BAP)

The Subrecipient agrees to administer and enforce requirements of the Buy America Preference (BAP) per 2 CFR § 184, unless excepted by a waiver.

I. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

Notwithstanding any provision of this award, the Parties hereto agree and acknowledge that this award does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from HUD under 24 CFR Part 58, as applicable. The Parties further agree that the provision of any funds to the project is conditioned on the City's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

The Subrecipient agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR Part 58 insofar as the provisions of such Act apply to activities set forth in Exhibit A. Statement of Work.

The Subrecipient agrees to comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution and the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93234).

This Agreement is also 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.; P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800, and the regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended from time to time.

J. LEAD-BASED PAINT

This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.), and the Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR § 570.487). The use of lead-based paint is prohibited whenever CDBG funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with CDBG funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

K. 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. The proceeds from the disposition of real property shall be considered Program Income.

L. LOBBYING

The Subrecipient shall ensure that, to the best of its knowledge and belief of the undersigned:

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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grants, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal or amendment of any Federal contract.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Federal contract, grant, loan, or cooperative Agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Subrecipient shall 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 all shall 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

M. COPYRIGHT

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

N. RELIGIOUS ACTIVITIES

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR § 570.200(j), such as worship, religious instruction, or proselytization.

O. ACQUISITION/RELOCATION

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulation.

P. RECORDS TO BE MAINTAINED

Each Subrecipient shall establish and maintain sufficient records to enable the City and HUD to determine whether the Subrecipient has met the requirements of this Agreement. At a minimum, the following records are needed, and should be maintained for five years after the date of close-out of this Agreement by City. It is the responsibility of the City to notify the Subrecipient as to the date of the Agreement close-out.

All files shall be clearly labeled with the following information: CDBG Agreement number, Name of City, Activity number and shall contain the following information and documents:

1. Application and Agreement with the City and any amendments.
2. General correspondence regarding the Agreement.
3. Financial management records and audits.
4. Documentation of compliance with Section 504.
5. The Civil Rights Certification and documentation on the ethnicity, gender, disability status, single-head of household of all applicants for and recipients of benefits and/or services.

6. Procurement and contracting documents for each professional service procured or for each major item of equipment or materials purchased, with smaller items aggregated.
7. Bids and construction contracts.
8. Labor Standards records and documents for each prime contractor.
9. Records and documents for acquisition/relocation activities for each parcel acquired or family displaced.
10. Overall policies and procedures for housing rehabilitation and a separate file for each applicant/family or multi-family unit.
11. Documentation and records for job creation/retention activities and each business assisted.
12. Overall policies and procedures for any revolving loan funds and a separate file for each applicant/business assisted.
13. Policies and procedures for technical assistance and a record of each applicant/entity assisted.

Exhibit D
Bonds and Insurance

A. BONDS

In the event the City provides advance funding, the Subrecipient shall purchase a blanket fidelity bond covering all Subrecipient's employees and subcontractors in an amount equal to cash advances from the City.

B. INSURANCE

B.1 General.

Subrecipient shall, at a minimum, comply with the bonding requirements of 24 CFR 200.325 and insurance requirements in 24 CFR 200.310, which require that the Subrecipient provide at least the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the Subrecipient. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

Insurer Qualifications. Without limiting any obligations or liabilities of Subrecipient, Subrecipient shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Arizona Revised Statutes ("A.R.S.") § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

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

Primary Insurance. Subrecipient's insurance shall be primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or

purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Subrecipient. Subrecipient shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Subrecipient shall be solely responsible for any such deductible or self-insured retention amount.

Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Subrecipient shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Subrecipient. Subrecipient shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Subrecipient will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Subrecipient's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Subrecipient shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.

- (2) Subrecipient's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Subrecipient under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

B.2 Required Insurance Coverage.

Commercial General Liability. Subrecipient shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

Vehicle Liability. Subrecipient shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Subrecipient's owned, hired and non-owned vehicles assigned to or used in the performance of the Subrecipient's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

Professional Liability. If this Agreement is the subject of any professional services or work, or if the Subrecipient engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Subrecipient shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Subrecipient, or anyone employed by the Subrecipient, or anyone for

whose negligent acts, mistakes, errors and omissions the Subrecipient is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

Workers' Compensation Insurance. Subrecipient shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Subrecipient's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

Additional Coverage. To the fullest extent permitted by law, if the Subrecipient maintains higher insurance limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limit maintained.

- B.3 Cancellation and Expiration Notice.** Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

Exhibit E

Federal Award Identification Worksheet (as required by 2 CFR 200.331(a)(1)(i-xiii))

| | |
|--|--|
| i. Subrecipient: Western Arizona Council of Governments | ii. Unique Entity ID: WJX7JJCXLA36 |
| iii. FAIN: B-24-MC040508 | iv. Federal Award Date: 7/1/2024 |
| v. Subaward Period of Performance: | Start Date: 7/01/24 End Date: 6/30/25 |
| vi. Amount of Federal Funds Obligated to the Subrecipient by this action: | \$ 40,000 |
| vii. Total Amount of Federal Funds Obligated to the Subrecipient: | \$ 26,100,000 |
| viii. Total Amount of the Federal Award: | \$ 26,140,000 |
| ix. Federal Award Project Description: (required if funded over \$25,000) | Funds will be used to administer a Housing Counseling Program. |
| x. Federal Awarding Agency: | U.S. Department of Housing and Urban Development |
| Grantee: | City of Yuma, Arizona |
| Awarding Official: | Alice Walkup, Director - CPD U.S. Department of Housing and Urban Development One Sansome Street, Suite 1200 San Francisco, CA 94104-4430 |
| xi. CDFA Number and Name: | 14.218 Community Development Block Grant (CDBG) - Entitlement |
| xii. Is award for Research and Development? | Yes <input checked="" type="checkbox"/> No |
| xiii. Indirect Cost Rates: | Indirect Costs are not a billable expenses for this project |

**CDBG Subrecipient Agreement
Between
City of Yuma
And
Southwest Fair Housing Council**

| | |
|---------------|----------------------|
| Project Name | Fair Housing Program |
| Funded Amount | \$15,000 |

This Community Development Block Grant (CDBG) Subrecipient Agreement (Agreement), entered into between the City of Yuma, a municipal corporation, (City) and Southwest Fair Housing Council, a nonprofit corporation, (Subrecipient). Subrecipient and the City are sometimes referred to individually as the Party and collectively as the Parties.

RECITALS

WHEREAS, the City is a recipient of Community Development Block Grant (CDBG) funds for the program year of **July 1, 2024 through June 30, 2025** from the United States Department of Housing and Urban Development (HUD).

WHEREAS, the Subrecipient is a nonprofit corporation qualified for CDBG funds and capable of providing services that will meet one or more of the National Objectives, 1) benefit to low or moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meeting community development needs having a particular urgency.

WHEREAS, the City wishes to engage the Subrecipient to assist in providing grant eligible services.

THEREFORE, in consideration of the above recitals, the Parties agree as follows:

Agreement

1.0 Agreement Documents

This Agreement consists of this document and all attachments, exhibits, addenda, or other documents referenced in this Agreement. All attachments, exhibits, addenda, or other documents referenced in this Agreement are incorporated into and made part of this Agreement.

2.0 Work Scope

In accordance with the provisions of 24 Code of Federal Regulations (CFR) Part 570 and the terms of this Agreement, the Subrecipient agrees to complete the Project described in **Exhibit A: Statement of Work (Project)**.

3.0 Compensation

3.1 Agreement Amount: The City will provide **\$15,000** of financial assistance for the performance and completion of all work under this Agreement. Payment is contingent on Subrecipient's compliance with the terms of this Agreement and the

availability of funds. If additional CDBG funds become available, the Agreement Amount may be adjusted by written mutual consent of the City Administrator and the Subrecipient for the mutual benefit of the Parties. The Agreement Amount may be increased in an amount not to exceed 20% of the total compensation reflected on the project budget contained in Exhibit A, Section 4. All adjustments of the total compensation are governed by the terms of this Agreement and solely for the purposes outlined in Exhibit A, Section 1.

- 3.2 Method of Payment: The City will reimburse the Subrecipient for authorized expenditures in the amounts and increments approved by the City for various phases of work upon submission of a proper request for payment accompanied by supporting documentation. The Subrecipient may not request disbursement of funds until funds are needed for payment of eligible costs. Subrecipient shall not request more than the actual amount of funds needed for the Project.

The final request for payment must be submitted five (5) business days after expiration of the Agreement. Funds must be expended within the time periods established by the grant requirements.

- 3.3 Program Income: The Subrecipient shall report quarterly (October 15, January 15, April 15, and July 15) to the City all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

- 3.4 Reversion of Assets: Upon termination of this Agreement, the Subrecipient shall transfer all CDBG funds on hand and all accounts receivable attributable to the use of grant funds as required under 24 CFR § 570.503(b)(7).

- 3.5 Disposal of Real Property: All real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000.00 must either be:

- A. Used to meet one of the national objectives in 24 CFR § 570.208 until five years after expiration of this Agreement; or
- B. Disposed of in a manner that results in the City being reimbursed in the amount equal to the current fair market value of the property minus any portion of the value attributable to non-CDBG expenditures within five (5) years after expiration of this Agreement.

- 3.6 Section 3, in its entirety, including its subheadings, shall survive the expiration or termination of this Agreement.

4.0 Subrecipient's Obligations

- 4.1 The Subrecipient and the Project must meet all applicable requirements of the HUD CDBG program and this Agreement.

5.0 City's Obligations

- 5.1 The City will disburse funds within thirty (30) calendar days of receipt and verification of each invoice, under the terms of this Agreement.
- 5.2 The City will provide reasonable assistance to aid the Subrecipient in complying with all provisions governing the use of grant funds. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.
- 5.3 The City is responsible for intergovernmental reviews defined in Executive Order 12372.
- 5.4 The City will complete environmental reviews required by the federal grant program guidelines.

6.0 Agreement Duration

The term of this Agreement shall begin on **July 1, 2024** and end on **June 30, 2025**. The term may be extended by written mutual consent of the Neighborhood Services Manager or designee and the Subrecipient. Extensions are governed by the terms of this Agreement.

7.0 Uniform Administrative Requirements

Under 24 CFR § 570.502, 24 CFR § 570.506, and 2 CFR Part 200, Subpart D, the Subrecipient shall maintain and make available to the City, its Auditors, and HUD upon request for a period of five (5) years, the following records and reports (further described in **Exhibit B: Administrative Requirements**):

- 7.1 Records showing that the Subrecipient is a qualified Subrecipient for CDBG funds under HUD regulations;
- 7.2 Records showing that participating citizens served meet the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of lower income persons;
- 7.3 Financial records and statements required by the Office and Management and Budget (OMB) 2 CFR Part 200, Subpart D regarding annual audits;
- 7.4 Quarterly performance reports, submitted by the tenth working day of each calendar quarter to the Neighborhood Services Division of the City, describing the activities undertaken, funds expended, and results achieved during the preceding quarter.

8.0 Conditions

- 8.1 Certifications: Subrecipient shall comply with all Certifications as described and executed in **Exhibit C: Certifications and Other Uniform Administrative Requirements**.
- 8.2 Acknowledgements: Subrecipient shall acknowledge the role of HUD and the City CDBG program in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds under this Agreement.
 - A. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of the Subrecipient or by any employee of the Subrecipient. The Subrecipient shall advise the City or its designee at the time of delivery of any copyrighted or subject to copyright work furnished under this Agreement, or any adversely held copyrighted or subject to copyright material incorporated in any such work and of any invasion of the right of privacy therein contained.
 - B. The City 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.

9.0 Termination

- 9.1 Termination: This Agreement may be terminated by the following:
 - A. Under 2 CFR § 200.339 both Parties may terminate the Agreement in whole or in part. The Parties must agree upon the termination conditions and effective date of termination and in the case of partial termination, the portion to be terminated. The Party terminating must notify the other Party in writing with the reasons for termination.
 - B. Pursuant to 2 CFR § 200.338, the City may terminate this Agreement, in whole or part, upon at least 30 days' written notice, whenever it determines, in its sole discretion, that the Subrecipient has failed to comply with any term, condition, requirement, or provision of this Agreement. The City shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect.
 - C. Upon notification of the City's intent to terminate this Agreement, the Subrecipient may appeal the termination pursuant to the policies and procedures set forth in the City's Subrecipient Administrative Review Process, which is available in the Subrecipient Training Packet and incorporated herein by reference. If the Subrecipient provides

documentation to the City proving that the Subrecipient is meeting all of the requirements under the Agreement, the City may cancel the termination.

- 9.2 **Compliance With Law:** Failure to comply with the requirements of this Agreement and all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement (described in Exhibit C: Certifications and Other Uniform Administrative Requirements) may result in suspension or termination of this Agreement; except Subrecipient does not assume environmental responsibilities as described in 24 CFR § 570.604, or responsibilities for initiating the intergovernmental review process of Executive Order 12372 as described at 24 CFR § 570.612.
- 9.3 **Attorney Fees and Costs:** If either Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing Party may recover, as part of the action or proceeding, all litigation, appellate, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
- 9.4 **Alternative Dispute Resolution (ADR):** If the parties mutually agree, claims, disputes or other matters in question may be submitted for ADR and decided according to the rules of the ADR Forum. Request for ADR must be filed in writing with the other Party to this Agreement.
- 9.5 **Remedies:** If either Party breaches or defaults on this Agreement, the other Party is entitled to exercise all available legal and equitable rights and remedies.

10.0 Insurance/Bond Requirements

- 10.1 **Insurance:** Prior to the receipt of any funds, the Subrecipient must provide the City with certificates of insurance and insurance documents or bonds as stated in **Exhibit D: Bonds/Insurance.**
- 10.2 **Indemnification:** To the fullest extent permitted by law, Subrecipient shall defend, indemnify and hold harmless the City, and the City's agents, representatives, officers, directors, officials, volunteers, and employees from and against all claims (including patent and copyright infringement claims), liabilities, demands, damages, losses and expenses (including attorney fees and litigation expenses, and the cost of appellate proceedings) (collectively "Claims") to the extent that such Claims result from and/or arise out of the Subrecipient's intentional, reckless, or negligent acts, errors, directives, mistakes, or omissions, in performance of this Agreement. This includes any intentional, reckless, or negligent acts, errors, directives, mistakes, or omissions of Subrecipient's employees, agents, advertisers, contractors, subcontractors, or any other person for which the Subrecipient may be legally liable, in the performance of this Agreement.

The amount and types of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Agreement.

11.0 General Provisions

- 11.1 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

| | |
|--|--|
| City of Yuma | Southwest Fair Housing Council |
| Neighborhood Services Division | Tasha Lynch |
| One City Plaza | 5425 E. Broadway Blvd., #297 |
| Yuma, AZ 85364 | Tucson, AZ 85711 |
| Kassandra.Granados@YumaAz.gov | tasha@swfhc.com |
| (928) 373-5187 | (520) 664-6624 |

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the Party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- 11.2 Successor and Assigns: This Agreement is not assignable.
- 11.3 Governing Law: The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance.
- 11.4 Waiver: If either Party fails to require the other Party to perform any provision of this Agreement, that failure does not prevent the Party from later enforcing that provision. Neither Party is released from any responsibilities or obligations imposed by law or this Agreement if the other Party fails to exercise a right or remedy. All waivers of performance must be in writing, signed by the Party waiving.
- 11.5 Severability: If any terms, parts, or provisions of the Agreement documents are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.
- 11.6 Integration: The Agreement documents contain the entire Agreement

between the parties, and no oral or written statements, promises, or inducements made by either Party or its agents not contained or specifically referred to in this Agreement are valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by both Parties.

- 11.7 No Partnership: Nothing in this Agreement constitutes a partnership or joint venture between the Parties, and neither Party is the principal nor agent of the other.
- 11.8 Independent Contractor: Subrecipient acknowledges and agrees that it is an independent contractor and its employees are not City agents or employees for any purpose, including the payment of any employer's taxes such as FICA, unemployment, and workers' compensation.
- 11.9 Venue: The Parties shall initiate and maintain any action at law or in equity or other judicial proceedings arising from this Agreement in the Superior Court of Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action commenced in accordance with the terms of this Agreement.
- 11.10 Authority: The City and Subrecipient warrant that each Party has full power and authority to enter into and perform this Agreement in accordance with its terms, and that the individual executing this Agreement is authorized to do so.
- 11.11 Further Documents and Acts: The City and the Subrecipient will execute and deliver all necessary documents and perform all acts reasonably requested by the other Party or by an escrow agent if required to consummate the sale transaction, construction work, or other activities described in this Agreement.
- 11.12 Employment Eligibility: Subrecipient warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. City retains the legal right to inspect the citizenship documents of any Subrecipient or subcontractor employee who works on this Agreement to ensure that Subrecipient or its subcontractors are complying with this warranty.
- 11.13 Lawful Presence: Subrecipient shall be required under this Agreement to comply with the provisions of Arizona Revised Statutes § 1-501 Eligibility for Federal Public Benefits, and § 1-502 Eligibility for State or Local Public Benefits relating to demonstration of lawful presence in the United States.
- 11.14 Limited English Proficiency (LEP): Subrecipient must have a Limited English Proficiency (LEP) Language Assistance Plan (LAP). If Subrecipient does not have one, they may follow the City's LEP Plan.

- 11.15 Cancellation: This Agreement may be cancelled in accordance with A.R.S. § 38-511.
- 11.16 Compliance With Non-Discrimination Laws. The Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 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. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
- 11.17 Boycott of Israel. Pursuant to A.R.S. § 35-393.01, Subrecipient certifies that Subrecipient is not engaged in a boycott of Israel as of the effective date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.
- 11.18 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement by their properly authorized representatives as follows:

DATED this _____ day of _____, 2024.

City of Yuma

Southwest Fair Housing Council

 John D. Simonton
 Acting City Administrator

 Jay Young
 Executive Director

ATTEST:

 Lynda L. Bushong
 City Clerk

APPROVED AS TO FORM:

 Richard W. Files
 City Attorney

Subrecipient Agreement Exhibits

A. Statement of Work

1. Program Description
2. Schedule of Activities
3. Level of Accomplishment – Goals and Performance Measures
4. Budget
5. Special Conditions/Reporting Requirements
6. Payment Procedures

B. Administrative Requirements

C. Certifications and Other Uniform Administrative Requirements

D. Bonds/Insurance

E. Federal Award Identification

**Exhibit A
Statement of Work**

1. PROGRAM/PROJECT/ACTIVITY DESCRIPTION

Southwest Fair Housing Council’s mission is to provide comprehensive services to achieve and preserve equal access to housing for all people. The Subrecipient will address concerns noted in the City of Yuma Analysis of Impediments to Fair Housing Choice (AI) by coordinating a comprehensive Fair Housing (FH) program in the city of Yuma to include the following:

1. Lead the coordination of the annual Yuma Fair Housing Event in April.
2. Give FH presentation (in-person) to Neighborhood Leadership Academy (NLA).
3. Place FH Public Service Announcements (PSA’s) on social and other digital media that target those at increased risk for housing discrimination.
4. Conduct Fair Housing testing, follow-up, enforcement and education to those tested.
5. Accept Fair Housing complaints from residents. Investigate to determine if complaints are violations of the Fair Housing Act and file complaints with HUD, if appropriate.

National Objective: Not applicable

Eligible Activity: Program Administrative Costs – Fair Housing 24 CFR 570.206(c)

Matrix Code: 21D, Fair Housing Activities

2. SCHEDULE OF ACTIVITIES

The Subrecipient shall complete all work required by this Agreement in accordance with the timetable set forth below:

| Project Milestone | Deadline for Completion |
|--|--------------------------------|
| Place at least 1 digital media PSA | September 30, 2024 |
| Conduct 6 tests | December 31, 2024 |
| Place digital media for Fair Housing Event | March 31, 2025 |
| Hold FH Month event, NLA presentation, Conduct 6 tests | June 30, 2025 |

3. LEVEL OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES

Subrecipient agrees to provide the following levels of program service:

| <u>Activity</u> | <u>Total Units</u> |
|--|--------------------|
| English and Spanish PSA’s posted on social and other digital | 2 PSA’s |
| Events – FH Month Event, NLA presentation (in-person), | 2 Events |
| Fair Housing Testing and Enforcement | 12 tests |

4. BUDGET

The City shall fund Subrecipient up to **\$15,000** to provide a Fair Housing Program. Funding shall be used for program implementation and activities and none for general administrative expenses. Drawdowns for the payment of allowable costs shall be made against the line item budgets specified in the budget below and in accordance with performance. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

| Line Item | CDBG |
|---------------------------------------|-----------------|
| Payroll and employee related expenses | 11,200 |
| Travel expenses | 1,800 |
| PSA's | 2,000 |
| Total | \$15,000 |

5. SPECIAL CONDITIONS/REPORTING REQUIREMENTS

All forms must be available in English and Spanish. The Subrecipient shall submit Quarterly Subrecipient Performance Reports in an approved report format by October 15, January 15, April 15, and July 15. In addition, at the completion of this Agreement, the Subrecipient shall provide a year-end analysis and report of the services provided. The number, ethnicity, gender, income eligibility status, disability status, single head of household of all applicants and/or beneficiaries of the funded Project activities shall be disclosed and stated.

Subrecipients are encouraged to perform background checks for any employees, volunteers, or other representatives who will have unsupervised contact with youth, elderly, or developmentally disabled clients while carrying out public service activities funded under this agreement. The City does not require agencies to provide copies of criminal background checks. Funding under this Agreement may be used to pay the cost of background checks.

6. PAYMENT PROCEDURES

It is expressly agreed and understood by the Parties that the total amount to be paid to the Subrecipient under this Agreement by the City shall not exceed **\$15,000**. All payments shall be on a reimbursement basis and City shall pay Subrecipient within thirty (30) days of a payment request with complete, acceptable source documentation. Said documentation shall include, but is not limited to the Quarterly Subrecipient Performance Reports and the Annual Performance Report.

Exhibit B
Administrative Requirements

A. FINANCIAL MANAGEMENT

1. Accounting Standards: The Subrecipient shall comply with 2 CFR Part 200, Subpart D and shall adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles: The Subrecipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, for all costs incurred.

B. DOCUMENTATION AND RECORD KEEPING

1. Records to be Maintained: The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, and that are pertinent to the activities to be funded under this Agreement. Types of records required to be maintained by Subrecipient shall include but are not be limited to:
 - a. Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program;
 - b. Records required to determine the eligibility of activities;
 - c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - d. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - e. Financial records required by 24 CFR § 570.502, and 2 CFR Part 233 - 200.337; and
 - f. Other records necessary to document compliance with 24 CFR 570 Subpart K.
2. Retention: The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.
3. Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, proof of income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to HUD and City monitors or their designees for review upon request.

The Subrecipient must comply with 2 CFR § 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR § 200.82, and other information HUD or the City designates as sensitive or the Subrecipient considers sensitive consistent with applicable federal, state and local laws regarding privacy and obligations of confidentiality.

4. Disclosure: The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
5. Property Records: The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR § 570.503(b)(8).
6. National Objectives: The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives - 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having particular urgency - as defined in 24 CFR § 570.208.
7. Close-Outs: Subrecipient obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City,) and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
8. Audits & Inspections: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency (HUD) deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. 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. If applicable, the Subrecipient hereby agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200, Subpart F. If the City desires a financial audit by a certified public accountant of the Subrecipient's financial records to verify use of City funds according to the terms and conditions of this Agreement, Subrecipient shall cooperate fully in the performance of such audit. Subrecipient will not be responsible for the cost of such an audit if requested by the City and is entitled to a copy of any resulting reports that are received by the City.

C. REPORTING AND PAYMENT PROCEDURES

1. **Budgets:** The Subrecipient will submit a detailed Agreement budget of a form and content prescribed by the City for approval by the City. The City and the Subrecipient may agree to revise the budget from time to time in accordance with existing City policies.
2. **Program Income:** Subrecipient shall report all program income annually as defined at 24 CFR § 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.
3. **Indirect Costs:** The City does not allow Subrecipients to use CDBG funds for overhead, indirect costs or costs determined by any type of cost allocation method. Examples include facility rent, utilities, telephones, internet service, cable, insurance, office equipment rent, not directly associated with the delivery of the funded activity. CDBG funds may only be used for costs directly related to the activity being funded as outlined in the project budget in Exhibit A.
4. **Payment Procedures:** The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient. In addition to the foregoing, Subrecipient must submit information relating to eligible expenses no later than the fifth (5th) day following the Project Completion Date or the expiration date of the Agreement, whichever occurs the earliest.
5. **Performance Reports:** The Subrecipient shall submit quarterly Performance Reports to the City in the form and content as required by the City.

D. PROCUREMENT

1. **Compliance:** Subrecipient shall comply with the current City procurement codes concerning the purchase of equipment. Subrecipient shall also maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program

income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards: Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, and services in accordance with 2 CFR Part 200, Subpart D. The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at 24 CFR § 570.609. CDBG funds may not be provided to excluded or disqualified persons.
3. Travel: Before the travel occurs, the Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.
4. Use and Reversion of Assets: The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 8 and 24 CFR § 570.502, § 570.503, and § 570.504, as applicable, which include but are not limited to the following:
 - a. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
 - b. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000.00 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR § 57.208 until five (5) years after expiration of this Agreement (or such longer period of time as the City deems appropriate). If the Subrecipient fails to use CDBG-assisted real property in a timely manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the City deems appropriate).
 - c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).
5. Relocation, Acquisition and Displacement: The Subrecipient agrees to comply with 24 CFR § 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real

property utilizing grant funds. The Subrecipient agrees to comply with applicable City Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

6. Federal Funding Accountability and Transparency Act (FFATA): The Subrecipient shall comply with the requirements of 2 CFR Part 25. The Subrecipient must have an active registration in the Universal Identifier and System for Award Management (SAM) in accordance with 2 CFR Part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information.

Exhibit C
Certifications and Other Uniform Administrative Requirements

A. UNIFORM ADMINISTRATIVE REQUIREMENTS

By virtue of signing the Agreement the Subrecipient agrees to comply with all applicable uniform administrative requirements as discussed in this Agreement, CDBG Program Handbooks, and 2 CFR Part 200.

B. EQUAL OPPORTUNITY

The Subrecipient agrees to comply with:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.
3. Section 109 of the Housing and Community Development Act of 1974.
4. Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
5. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60 as amended by Executive Orders 11375, 11478, 12107 and 12086)
6. Section 3 of the Housing and Urban Development Act of 1968, as amended.
7. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93112), as amended, and the regulations at 24 CFR Part 8.
8. The American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
9. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
10. The non-discrimination in employment and contracting opportunities laws, regulations, and Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
11. Federal Fair Housing Act of 1988, P.L. 100-430. HUD requires recipients of federal funding to affirmatively further fair housing, which includes requirements for Affirmative Fair Housing Marketing (AFHM). The purpose of AFHM requirements is to promote a condition in which individuals of similar income levels in the same housing market area have available to them a like range of choices in housing, regardless of the individual's race, color, religion, sex, handicap, familial status or national origin. The requirements also ensure positive outreach efforts to those who are least likely to know about and apply for the housing in question. If applicable, Subrecipient must implement AFHM policies in accordance with City's Affirmative Fair Housing Marketing guide.

C. INTEREST OF OFFICIALS AND CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provisions of Arizona Revised Statutes § 38-511 et seq. and of 2 CFR Parts 200.112 and 200.318, and 24 CFR 570.611, which include (but are not limited to) the following:

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 program is situated during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Subrecipient will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family business, or other ties.

D. HATCH ACT

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

E. SECTION 3 CLAUSE

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract 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). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low - and very low-income persons in the project area. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations."

F. CONDUCT

1. Assignability: The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written and signed consent of the City thereto.
2. Subcontracts:

a. *Approvals:* The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written and signed consent of the City prior to the execution of such agreement.

b. *Monitoring:* The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. *Content:* The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. *Selection Process:* The Subrecipient shall insure that all subcontracts in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

G. LABOR STANDARDS PROVISIONS

The Subrecipient agrees to administer and enforce the labor standards requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.

H. BUY AMERICA PREFERENCE (BAP)

The Subrecipient agrees to administer and enforce requirements of the Buy America Preference (BAP) per 2 CFR § 184, unless excepted by a waiver.

I. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

Notwithstanding any provision of this award, the Parties hereto agree and acknowledge that this award does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from HUD under 24 CFR Part 58, as applicable. The Parties further agree that the provision of any funds to the project is conditioned on the City's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

The Subrecipient agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR Part 58 insofar as the provisions of such Act apply to activities set forth in Exhibit A. Statement of Work.

The Subrecipient agrees to comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution and the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93234).

This Agreement is also 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.; P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800, and the regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended from time to time.

J. LEAD-BASED PAINT

This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.), and the Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR § 570.487). The use of lead-based paint is prohibited whenever CDBG funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with CDBG funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

K. 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. The proceeds from the disposition of real property shall be considered Program Income.

L. LOBBYING

The Subrecipient shall ensure that, to the best of its knowledge and belief of the undersigned:

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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grants, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal or amendment of any Federal contract.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Federal contract, grant, loan, or cooperative Agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Subrecipient shall 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 all shall 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

M. COPYRIGHT

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

N. RELIGIOUS ACTIVITIES

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR § 570.200(j), such as worship, religious instruction, or proselytization.

O. ACQUISITION/RELOCATION

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulation.

P. RECORDS TO BE MAINTAINED

Each Subrecipient shall establish and maintain sufficient records to enable the City and HUD to determine whether the Subrecipient has met the requirements of this Agreement. At a minimum, the following records are needed, and should be maintained for five years after the date of close-out of this Agreement by City. It is the responsibility of the City to notify the Subrecipient as to the date of the Agreement close-out.

All files shall be clearly labeled with the following information: CDBG Agreement number, Name of City, Activity number and shall contain the following information and documents:

1. Application and Agreement with the City and any amendments.
2. General correspondence regarding the Agreement.
3. Financial management records and audits.
4. Documentation of compliance with Section 504.
5. The Civil Rights Certification and documentation on the ethnicity, gender, disability status, single-head of household of all applicants for and recipients of benefits and/or

services.

6. Procurement and contracting documents for each professional service procured or for each major item of equipment or materials purchased, with smaller items aggregated.
7. Bids and construction contracts.
8. Labor Standards records and documents for each prime contractor.
9. Records and documents for acquisition/relocation activities for each parcel acquired or family displaced.
10. Overall policies and procedures for housing rehabilitation and a separate file for each applicant/family or multi-family unit.
11. Documentation and records for job creation/retention activities and each business assisted.
12. Overall policies and procedures for any revolving loan funds and a separate file for each applicant/business assisted.
13. Policies and procedures for technical assistance and a record of each applicant/entity assisted.

Exhibit D
Bonds and Insurance

A. BONDS

In the event the City provides advance funding, the Subrecipient shall purchase a blanket fidelity bond covering all Subrecipient's employees and subcontractors in an amount equal to cash advances from the City.

B. INSURANCE

B.1 General.

Subrecipient shall, at a minimum, comply with the bonding requirements of 24 CFR 200.325 and insurance requirements in 24 CFR 200.310, which require that the Subrecipient provide at least the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the Subrecipient. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

Insurer Qualifications. Without limiting any obligations or liabilities of Subrecipient, Subrecipient shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Arizona Revised Statutes ("A.R.S.") § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

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

Primary Insurance. Subrecipient's insurance shall be primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or

purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Subrecipient. Subrecipient shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Subrecipient shall be solely responsible for any such deductible or self-insured retention amount.

Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Subrecipient shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Subrecipient. Subrecipient shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Subrecipient will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Subrecipient's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Subrecipient shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.

- (2) Subrecipient's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Subrecipient under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

B.2 Required Insurance Coverage.

Commercial General Liability. Subrecipient shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

Vehicle Liability. Subrecipient shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Subrecipient's owned, hired and non-owned vehicles assigned to or used in the performance of the Subrecipient's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

Professional Liability. If this Agreement is the subject of any professional services or work, or if the Subrecipient engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Subrecipient shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Subrecipient, or anyone employed by the Subrecipient, or anyone for

whose negligent acts, mistakes, errors and omissions the Subrecipient is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

Workers' Compensation Insurance. Subrecipient shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Subrecipient's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

Additional Coverage. To the fullest extent permitted by law, if the Subrecipient maintains higher insurance limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limit maintained.

- B.3 Cancellation and Expiration Notice.** Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

Exhibit E

Federal Award Identification Worksheet (as required by 2 CFR 200.331(a)(1)(i-xiii))

| | |
|---|------------------------------------|
| i. Subrecipient: Southwest Fair Housing Council | ii. Unique Entity ID: KXEUCKEV9GB1 |
| iii. FAIN: B-24-MC040508 | iv. Federal Award Date: 7/1/2024 |
| v. Subaward Period of Performance: Start Date: 7/01/24 End Date: 6/30/25 | |
| vi. Amount of Federal Funds Obligated to the Subrecipient by this action: | \$ 15,000 |
| vii. Total Amount of Federal Funds Obligated to the Subrecipient: | \$ 575,000 |
| viii. Total Amount of the Federal Award: | \$ 590,000 |
| ix. Federal Award Project Description: N/A (required if funded over \$25,000) | |
| x. Federal Awarding Agency: U.S. Department of Housing and Urban Development Grantee: City of Yuma, Arizona Awarding Official: Alice Walkup, Director - CPD U.S. Department of Housing and Urban Development One Sansome Street, Suite 1200 San Francisco, CA 94104-4430 | |
| xi. CDFA Number and Name: 14.218 Community Development Block Grant (CDBG) - Entitlement | |
| xii. Is award for Research and Development? | Yes X No |
| xiii. Indirect Cost Rates: Indirect Costs are not a billable expenses for this project | |

**HOME Investment Partnership Program Agreement
Between
City of Yuma
And
Yuma County**

| | |
|---------------|---------------------------------------|
| Project Name | Owner-Occupied Housing Rehabilitation |
| Funded Amount | \$150,000 |

This Agreement (Agreement), entered into between the **City of Yuma**, a municipal corporation, ("City") and **Yuma County**, a political subdivision of the State of Arizona, ("Awardee"). Awardee and the City are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the City, Yuma County, the Town of Wellton, and the cities of San Luis, and Somerton entered into an intergovernmental cooperative agreement to create the Yuma County HOME Consortium for the purpose of undertaking the housing assistance activities for the HOME Investment Partnerships Program as authorized by the HOME Investment Partnerships Act;

WHEREAS, the City is the lead agency for the Yuma County HOME Consortium ("YCHC");

WHEREAS, as lead agency, the City is charged with administrative oversight for funding received by YCHC;

WHEREAS, the City, on behalf of the YCHC is the recipient of HOME Investment Partnerships Program funds for the program year of July 1, 2024 through June 30, 2025 from the United States Department of Housing and Urban Development ("HUD");

WHEREAS, the Awardee is a political subdivision of the State of Arizona and a member of the YCHC qualified to receive HOME funds and capable of providing services that are eligible to be funded with HOME funds; and

WHEREAS, the City wishes to contract with Awardee to assist in providing grant eligible services.

NOW THEREFORE, in consideration of the above recitals, the Parties agree as follows:

Agreement

1.0 Agreement Documents

This Agreement consists of this document and all attachments, exhibits, addenda, or other documents referenced into this Agreement. All attachments, exhibits, addenda, or other documents referenced in this Agreement are incorporated into and made part of this Agreement.

2.0 Work Scope

In accordance with the provisions of 24 CFR Part 92 and the terms of this Agreement, the Awardee agrees to complete the Project described in **Exhibit A: Statement of Work ("Project")**.

3.0 Compensation

3.1 Agreement Amount: The City will provide financial assistance in an amount not to exceed **\$150,000** for the performance and completion of all work under this Agreement. Payment is contingent on Awardee's compliance with the terms of this Agreement and the availability of funds.

3.2 Method of Payment: The City will reimburse the Awardee for authorized expenditures in the amounts and increments approved by the City for various phases of work upon submission of a proper request for payment accompanied by supporting documentation. The Awardee may not request disbursement of funds until funds are needed for payment of eligible costs. Awardee shall not request more than the actual amount of funds needed for the Project.

The final request for payment must be submitted five (5) business days after expiration of the Agreement. Funds must be expended within the time periods established by the grant requirements.

3.3 Program Income: The Awardee shall report quarterly (October 15, January 15, April 15, and July 15) to the City all program income (as defined at 24 CFR 92.2) generated by activities carried out with HOME funds made available under this Agreement. The use of program income by the Awardee shall comply with the requirements set forth at 24 CFR 92.503. By way of further limitations, the Awardee may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

3.4 Reversion of Assets: Upon termination of this Agreement, the Awardee shall transfer all HOME funds on hand and all accounts receivable attributable to the use of grant funds as required under 24 CFR § 92.504.

3.5 Disposal of Real Property: All real property under Awardee's control that was acquired or improved in whole or in part with HOME funds must either be:

- A. Used to meet the objectives of this Agreement; or

- B. Disposed of in a manner that results in the City being reimbursed in the amount equal to the current fair market value of the property minus any portion of the value attributable to non-HOME expenditures by the expiration of this Agreement.

4.0 Awardee's Obligations

- 4.1 The Awardee and the Project must meet all applicable requirements of the HUD HOME program and this Agreement.
- 4.2 The Awardee agrees that housing assisted with HOME funds must meet the affordability requirements set forth in 24 CFR 92.254, and as further defined by the policies of the YCHC, and agrees to repayment of the HOME funds if housing does not meet the affordability requirements for the periods specified in 24 CFR 92.254 and the policies of the YCHC.
- 4.3 Awardee agrees to follow the applicable HOME Program requirements of 24 CFR 92 Subpart F and Guidelines established by YCHC for administration of HOME-assisted programs including but not limited to requirements for income determination, underwriting and subsidy layering, rehabilitation/property standards, refinancing guidelines, homebuyer program policies. Those Guidelines are incorporated into and made part of this Agreement.
- 4.4 Awardee acknowledges that timely completion of the work as specified in **Attachment A: Statement of Work** is an integral and essential part of performance under the HOME program. The expenditure of HOME funds is subject to Federal deadlines and failure to meet performance deadlines could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by Awardee that the project will be completed as expeditiously as possible and that Awardee will make every effort to ensure that the project will proceed and will not be delayed. Failure to make progress according to the Work Schedule can result in cancellation of this Agreement and the revocation of HOME funds.
- 4.5 This project is subject to ongoing compliance requirements of HOME during the entire period of affordability. During this compliance period, the Awardee will assure continued compliance with HOME requirements. For some homebuyer and owner-occupied rehabilitation units this includes monitoring for compliance with the terms of the Loan Agreement and recapture of funds upon resale.
- 4.6 Awardee acknowledges that this Agreement represents a tentative commitment of funds contingent upon completion of the requirements for Committing HOME Funds outlined in HUD Notice: CPD-15-09, Cross Reference: 24 CFR Part 92.

5.0 City's Obligations

- 5.1 The City will disburse funds within thirty (30) calendar days of receipt and verification of each invoice, under the terms of this Agreement.
- 5.2 The City will provide reasonable assistance to aid the Awardee in complying with all provisions governing the use of grant funds. However, this assistance in no way relieves the Awardee of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.
- 5.3 The City is responsible for intergovernmental reviews defined in Executive Order 12372.
- 5.4 The City will complete environmental reviews required by federal regulations.

6.0 Agreement Duration

The term of this Agreement begins on **January 1, 2025 and ends on December 31, 2025**. The term may be extended by written mutual consent of the City Administrator or designee and the Awardee. Extensions are governed by the terms of this Agreement.

7.0 Uniform Administrative Requirements

The Awardee shall to comply with the applicable uniform administrative requirements, as described in 24 CFR Part 92 Subpart H, and the requirements of 2 CFR part 200, as applicable. The Awardee shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR Part 92, Subpart H, except Awardee does not assume environmental responsibilities as described in 24 CFR § 92.352, or responsibilities for initiating the intergovernmental review process of Executive Order 12372 as described in 24 CFR § 92.357. The Awardee shall maintain and submit to the City upon request for a period of five (5) years, the following records and reports (further described in Exhibit B: Administrative Requirements):

- 7.1 Records showing that the Awardee is a qualified Awardee for HOME funds under HUD regulations;
- 7.2 Records showing that participating citizens served meet the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of lower income persons;
- 7.3 Financial records required by the Office of Management and Budget (OMB) CFR Part 200, Subpart D regarding annual audits;
- 7.4 Quarterly performance reports must be submitted by the tenth working day of each calendar quarter to the Neighborhood Services Division of the City, describing the

activities undertaken, funds expended, and results achieved during the preceding quarter.

8.0 Conditions

- 8.1 Certifications: Awardee shall comply with all Certifications as described and executed in **Exhibit C: Certifications and Other Uniform Administrative Requirements**.
- 8.2 Acknowledgements: Awardee shall acknowledge the role of HUD, the YCHC and the HOME program in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Awardee will include a reference to the support provided herein in all publications made possible with funds under this Agreement.
- A. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of the Awardee or by any employee of the Awardee. The Awardee shall advise the City or its designee at the time of delivery of any copyrighted or subject to copyright work furnished under this Agreement, or any adversely held copyrighted or subject to copyright material incorporated in any such work and of any invasion of the right of privacy therein contained.
- B. The City 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.

9.0 Termination

- 9.1 Termination: This Agreement may be terminated by the following:
- A. Under 2 CFR 200.339 both Parties may terminate this Agreement in whole or in part. The Parties must agree upon the termination conditions and effective date of termination and in the case of partial termination, the portion to be terminated. The Party terminating must notify the other Party in writing with the reasons for termination.
- B. Pursuant to 2 CFR 200.338, the City may terminate this Agreement, in whole or part, upon at least 30 days' written notice, whenever it determines, in its sole discretion, that the Awardee has failed to comply with any term, condition, requirement, or provision of this Agreement. The City shall promptly notify the Awardee, in writing, of its determination and the

reasons for the termination together with the date on which the termination shall take effect.

- C. Upon notification of its intent to terminate this Agreement, the Awardee may appeal the termination pursuant to the policies and procedures set forth in the City's Subrecipient Administrative Review Process, which is available in the Awardee Training Packet and incorporated herein by reference. If the Awardee provides documentation to the City proving that it is meeting all of the requirements under the Agreement, the City may cancel the termination.

- 9.2 Compliance With Law: Failure to comply with the requirements of this Agreement and all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement (described in Exhibit C: Certifications and Other Uniform Administrative Requirements) may result in suspension or termination of this Agreement; except Awardee does not assume environmental responsibilities as described in 24 CFR 92.352, or responsibilities for initiating the intergovernmental review process of Executive Order 12372 as described in 24 CFR 92.357.
- 9.3 Attorney Fees and Costs: If either Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing Party may recover, as part of the action or proceeding, all litigation, appellate, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
- 9.4 Alternative Dispute Resolution (ADR): If the parties mutually agree, claims, disputes or other matters in question may be submitted for ADR and decided according to the rules of the ADR Forum. Request for arbitration must be filed in writing with the other Party to this Agreement.
- 9.5 Remedies: If either Party breaches or defaults on this Agreement, the other Party is entitled to exercise all available legal and equitable rights and remedies.

10.0 Insurance/Bond Requirements

- 10.1 Insurance: Prior to the receipt of any funds, the Awardee must provide the City with certificates of insurance and insurance documents or bonds as stated in **Exhibit D: Bonds/Insurance.**
- 10.2 Indemnification: To the fullest extent permitted by law, Awardee shall defend, indemnify and hold harmless the City, and the City's agents, representatives, officers, directors, officials, volunteers, and employees from and against all claims (including patent and copyright infringement claims), liabilities, demands, damages, losses and expenses (including attorney fees and litigation expenses, and the cost

of appellate proceedings) (collectively "Claims") to the extent that such Claims result from and/or arise out of the Awardee's intentional, reckless, or negligent acts, errors, directives, mistakes, or omissions, in performance of this Agreement. This includes any intentional, reckless, or negligent acts, errors, directives, mistakes, or omissions of Awardee's employees, agents, advertisers, contractors, subcontractors, or any other person for which the Awardee may be legally liable, in the performance of this Agreement.

The amount and types of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Agreement.

11.0 General Provisions

11.1 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the Party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which

the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

| | |
|--|--|
| City of Yuma | Yuma County, Administration, Grants |
| Neighborhood Services Division | Maria De Los Reyes, Grants Administrator |
| One City Plaza | 198 S. Main Street |
| Yuma, AZ 85364 | Yuma, AZ 85364 |
| Kassandra.Granados@YumaAz.gov | Maria.delosreyes@yumacountyaz.gov |
| (928) 373-5187 | (928) 373-1143 |

11.2 Successor and Assigns: This Agreement is not assignable.

- 11.3 Governing Law: The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance.
- 11.4 Waiver: If either Party fails to require the other Party to perform any provision of this Agreement, that failure does not prevent the Party from later enforcing that provision. Neither Party is released from any responsibilities or obligations imposed by law or this Agreement if the other Party fails to exercise a right or remedy. All waivers of performance must be in writing, signed by the Party waiving.
- 11.5 Severability: If any terms, parts, or provisions of the Agreement documents are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.
- 11.6 Integration: The Agreement documents contain the entire Agreement between the parties, and no oral or written statements, promises, or inducements made by either Party or its agents not contained or specifically referred to in this Agreement are valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by both Parties.
- 11.7 No Partnership: Nothing in this Agreement constitutes a partnership or joint venture between the Parties, and neither Party is the principal nor agent of the other.
- 11.8 Independent Contractor: Awardee acknowledges and agrees that it is an independent contractor and its employees are not City agents or employees for any purpose, including the payment of any employer's taxes such as FICA, unemployment, and workers' compensation.
- 11.9 Venue: The Parties shall initiate and maintain any action at law or in equity or other judicial proceedings arising from this Agreement in the Superior Court of Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action commenced in accordance with the terms of this Agreement.
- 11.10 Authority: The City and Awardee warrant that each Party has full power and authority to enter into and perform this Agreement in accordance with its terms, and that the individual executing this Agreement is authorized to do so.
- 11.11 Further Documents and Acts: The City and the Awardee will execute and deliver all necessary documents and perform all acts reasonably requested by the other Party or by an escrow agent if required to consummate the sale transaction, construction work, or other activities described in this Agreement.

- 11.12 Employment Eligibility. Awardee warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. City retains the legal right to inspect the papers of any Awardee or subcontractor employee who works on this Agreement to ensure that Awardee or its subcontractors are complying with this warranty.
- 11.13 Lawful Presence. Awardee shall be required under this Agreement to comply with the provisions of Arizona Revised Statutes §§ 1-501 Eligibility for Federal Public Benefits, and 1-502 Eligibility for State or Local Public Benefits relating to demonstration of lawful presence in the United States.
- 11.14 Limited English Proficiency (LEP). Awardee must have a Limited English Proficiency (LEP) Language Assistance Plan (LAP). If Awardee does not have one, they may follow the City's LEP Plan.
- 11.15 Cancellation. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
- 11.16 Compliance With Non-Discrimination Laws. The Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 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. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
- 11.17 Boycott of Israel. Pursuant to A.R.S. § 35-393.01, Awardee certifies that Awardee is not engaged in a boycott of Israel as of the effective date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.
- 11.18 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement by their properly authorized representatives as follows:

DATED this _____ day of _____, 2024.

City of Yuma

Yuma County

John D. Simonton
Acting City Administrator

Martin Porchas, Chairman
Board of Supervisors

ATTEST:

ATTEST:

Lynda L. Bushong
City Clerk

Desiree Gunderman
Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Richard W. Files
City Attorney

Jon R. Smith
County Attorney

Awardee Agreement Exhibits

A. Statement of Work

1. Program Description
2. Schedule of Activities
3. Level of Accomplishment – Goals and Performance Measures
4. Budget
5. Special Conditions/Reporting Requirements
6. Payment Procedures

B. Administrative Requirements

C. Certifications and Other Uniform Administrative Requirements

D. Bonds/Insurance

E. Federal Award Identification Worksheet

F. Additional CHDO Requirements

**Exhibit A
Statement of Work**

1. PROGRAM/PROJECT/ACTIVITY DESCRIPTION

Yuma County will provide owner-occupied housing rehabilitation for 1 low-and moderate-income household. The project will bring a dilapidated home up to code through major rehabilitation or reconstruction.

2. SCHEDULE OF ACTIVITIES

The Awardee agrees to complete all work required by this Agreement in accordance with the timetable set forth below:

| Milestone | Deadline |
|---------------------------------------|--------------------|
| Contract Execution | January 2, 2025 |
| Project Start | March 31, 2025 |
| Project Completion of one unit | September 30, 2025 |
| Project Completion-Contract Close out | December 31, 2025 |

In addition, this project is subject to ongoing compliance requirements of HOME during the entire period of affordability. During this compliance period, the Awardee will assure continued compliance with HOME requirements. For homebuyer units this includes monitoring units for principal residency and recapture of funds at time of resale.

3. LEVEL OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES

Units of service will be the number owner-occupied homes rehabbed. Awardee agrees to provide the following levels of program service:

| <u>Activity</u> | <u>Units per Quarter</u> | <u>Total Units/Year</u> |
|------------------------------|--------------------------|-------------------------|
| Owner-occupied housing rehab | | 1 |

4. BUDGET

The City shall fund Awardee up to **\$150,000** to provide the Program. The entire amount shall be used for program implementation and activities and none for general administrative expenses. Drawdowns for the payment of allowable costs shall be made against the line item budgets specified in the budget below and in accordance with performance. Any amendments to the budget must be approved in writing by both the City and the Awardee.

| Line Item | HOME |
|---|------------|
| Construction Contractor services for Rehabilitation | 137,000 |
| Project Delivery Costs | 13,000 |
| Total | \$ 150,000 |

5. SPECIAL CONDITIONS

The Awardee shall obtain a completed application for assistance from every applicant for whom assistance is sought and/or provided. Applications must be available in English and Spanish. The Awardee shall submit Quarterly Awardee Performance Reports in an approved report format by October 15, January 15, April 15, and July 15. In addition, at the completion of this Agreement, the Awardee shall provide a year-end analysis and report of the services provided. The number, ethnicity, gender, income eligibility status, disability status, single head of household of all applicants and/or beneficiaries of the funded Project activities shall be disclosed and stated.

Awardees are encouraged to perform background checks for any employees, volunteers, or other representatives who will have unsupervised contact with youth, elderly, or developmentally disabled clients while carrying out activities funded under this Agreement. The City does not require agencies to provide copies of criminal background checks. Funding under this Agreement may be used to pay the cost of background checks.

Awardee must comply with the YCHC HOME Program Guidelines, as applicable to the proposed activities and which are incorporated into and made part of this Agreement.

Awardee shall use the following in determining the Period of Affordability for HOME-funded activities:

| Amount of HOME assistance | Number of Years |
|----------------------------------|------------------------|
| Under \$15,000 | 5 |
| \$15,001 - \$40,000 | 10 |
| \$40,001 + | 15 |
| Reconstruction of Home | 20 |

Awardee shall use recapture provisions to enforce the period of affordability. All written agreements with the beneficiaries will outline the period of affordability, principal residence requirement, and the recapture provision that will be used to ensure the period of affordability. Awardees will secure all HOME investments with proper security instruments, such as Promissory Notes, and Deeds of Trust placed upon the property to ensure the period of affordability. Proceeds paid to Awardees for failure to meet the Period of Affordability shall be addressed according to the Program Income sections of the Agreement.

Awardee shall take steps as defined at 24 CFR 92.351 to affirmatively market all HOME-funded activities.

Awardee is prohibited from charging servicing, origination, or other fees for the costs of administering the HOME program, except as permitted by 24 CFR 92.214(b)(1).

Prior to closing, Awardee will provide to the City for review documentation of compliance with the income eligibility, underwriting, subsidy layering guidelines as well as the draft Promissory Note and Deed of Trust.

6. PAYMENT PROCEDURES

It is expressly agreed and understood by the Parties that the total amount to be paid to the Awardee under this Agreement by the City shall not exceed **\$150,000**. All payments shall be on a reimbursement basis and City shall pay Awardee within thirty (30) days of a payment request with complete, acceptable source documentation. Said documentation shall include, but is not limited to the Quarterly Awardee Performance Reports and the Annual Performance Report.

Exhibit B
Administrative Requirements

A. FINANCIAL MANAGEMENT

1. Accounting Standards: The Awardee shall comply with 2 CFR Part 200, Subpart D and shall adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles: The Awardee shall administer its program in conformance with 2 CFR Part 200, Subpart E, for all costs incurred.

B. DOCUMENTATION AND RECORD KEEPING

1. Records to be Maintained: The Awardee shall maintain all records required by the federal regulations specified in 24 CFR § 92.508, and that are pertinent to the activities to be funded under this Agreement. Types of records required to be maintained by Awardee shall include but are not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets the objectives of the HOME program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the HOME program;
 - f. Financial records required by 24 CFR § 92.508, and 2 CFR Part 233 - 200.337; and
 - g. Other records necessary to document compliance with 24 CFR 92 Subpart H.
2. Retention: The Awardee shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition

of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.

3. Client Data: The Awardee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, proof of income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to HUD and City monitors or their designees for review upon request.

The Awardee must comply with 2 CFR 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information HUD or the City designates as sensitive or the Awardee considers sensitive consistent with applicable federal, state and local laws regarding privacy and obligations of confidentiality.

4. Disclosure: The Awardee understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Awardee's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
5. Close-Outs: Awardee obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City,) and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Awardee has control over HOME funds, including program income.
6. Audits & Inspections: All Awardee records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency (HUD) deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Awardee within 30 days after receipt by the Awardee. Failure of the Awardee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. If applicable, the Awardee hereby agrees to have an annual agency audit conducted in accordance 2 CFR Part 200, Subpart F. If the City desires a financial audit by a certified public accountant of the Awardee's financial records to verify use of City funds according to the terms and conditions of this Agreement, Awardee shall

cooperate fully in the performance of such audit. Awardee will not be responsible for the cost of such an audit if requested by the City and are entitled to a copy of any resulting reports that are received by the City.

C. REPORTING AND PAYMENT PROCEDURES

1. Budgets: The Awardee will submit a detailed Agreement budget of a form and content prescribed by the City for approval by the City. The City and the Awardee may agree to revise the budget from time to time in accordance with existing City policies.
2. Program Income: Awardee shall report all program income as specified in Section 3.3 of this Agreement.
3. Indirect Costs: If indirect costs are charged, the Awardee will develop an indirect cost allocation plan for determining the appropriate City share of administrative costs and shall submit such plan to the City for approval.
4. Payment Procedures: The City will pay to the Awardee funds available under this Agreement based upon information submitted by the Awardee and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Awardee, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Awardee accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Awardee.
5. Performance Reports: The Awardee shall submit quarterly Performance Reports to the City in the form and content as required by the City.

D. PROCUREMENT

1. Compliance: The Awardee shall comply with the current City procurement codes concerning the purchase of equipment. Awardee shall also maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.
2. OMB Standards: Unless specified otherwise within this Agreement, the Awardee shall procure all materials, property, and services in accordance with 2 CFR Part 200, Subpart D.

3. Travel: Before the travel occurs, the Awardee shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.
4. Use and Reversion of Assets: The use and disposition of real property under this Agreement shall be in compliance with the requirements of 24 CFR 92.504, as applicable, and as specified in Sections 3.4 and 3.5 of this Agreement.
5. Relocation, Acquisition and Displacement: The Awardee agrees to comply with 24 CFR 92.353 relating to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Awardee agrees to comply with applicable City Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.
6. Federal Funding Accountability and Transparency Act (FFATA). The Awardee shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The Awardee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information

Exhibit C
Certifications and Other Uniform Administrative Requirements

A. UNIFORM ADMINISTRATIVE REQUIREMENTS

By virtue of signing the Agreement the Awardee agrees to comply with all applicable uniform administrative requirements as discussed in this Agreement, HOME Program Handbooks, and 2 CFR Part 200.

B. EQUAL OPPORTUNITY

The Awardee agrees to comply with:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.
3. Section 109 of the Housing and Community Development Act of 1974.
4. Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
5. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60 as amended by Executive Orders 11375, 11478, 12107 and 12086)
6. Section 3 of the Housing and Urban Development Act of 1968, as amended.
7. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93112), as amended, and the regulations at 24 CFR Part 8.
8. The American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
9. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
10. The non-discrimination in employment and contracting opportunities laws, regulations, and Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
11. Federal Fair Housing Act of 1988, P.L. 100-430. HUD requires recipients of federal funding to affirmatively further fair housing, which includes requirements for Affirmative Fair Housing Marketing (AFHM). The purpose of AFHM requirements is to promote a condition in which individuals of similar income levels in the same housing market area have available to them a like range of choices in housing, regardless of the individual's race, color, religion, sex, handicap, familial status or national origin. The requirements also ensure positive outreach efforts to those who are least likely to know about and apply for the housing in question. If applicable, Awardee must implement AFHM policies in accordance with City's Affirmative Fair Housing Marketing guide.

C. INTEREST OF OFFICIALS AND CONFLICT OF INTEREST

The Awardee agrees to abide by the provisions of Arizona Revised Statutes § 38-511 et seq. and of 2 CFR Parts 200.112 and 200.318, and 24 CFR 570.611, which include (but are not limited to) the following:

No member, officer, or employee of the Awardee or its designees or agents, no member of the governing body of the locality in which the program is situated during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Awardee will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family business, or other ties.

D. HATCH ACT

The Awardee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

E. SECTION 3 CLAUSE

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Awardee and any of the Awardee's Awardees and subcontractors. Failure to fulfill these requirements shall subject the Awardee and any of the Awardee's Awardees and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Awardee certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Awardee further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project

area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

F. CONDUCT

1. Assignability: The Awardee shall not assign or transfer any interest in this Agreement without the prior written and signed consent of the City thereto; provided, however, that claims for money due or to become due to the Awardee from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Awardee shall provide the City written notice of any such assignment or transfer within ten (10) days after such assignment or transfer.

2. Subcontracts:
 - a. *Approvals*: The Awardee shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written and signed consent of the City prior to the execution of such agreement.

 - b. *Monitoring*: The Awardee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

 - c. *Content*: The Awardee shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

 - d. *Selection Process*: The Awardee shall insure that all subcontracts in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

G. LABOR STANDARDS PROVISIONS

In accordance with 24 CFR 92.354, Awardee agrees to administer and enforce the labor standards requirements of the Davis Bacon Act, as amended at 40 U.S.C. 3141, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 3701.

H. BUY AMERICA PREFERENCE (BAP)

The Subrecipient agrees to administer and enforce requirements of the Buy America Preference (BAP) per 2 CFR § 184, unless excepted by a waiver.

I. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

Notwithstanding any provision of this award, the Parties hereto agree and acknowledge that this award does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from HUD under 24 CFR Part 58, as applicable. The Parties further agree that the provision of any funds to the project is conditioned on the City's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

The Awardee agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR 58 insofar as the provisions of such Act apply to activities set forth in Exhibit A. Statement of Work.

The Awardee agrees to comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution and the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93234).

This Agreement is also 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.; P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800, and the regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended from time to time.

J. LEAD-BASED PAINT

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

K. PROPERTY DISPOSITION

Real or personal property purchased in whole or in part with HOME funds shall not be disposed through sale, use, or location without the written permission of the City. The proceeds from the disposition of real property shall be considered Program Income.

L. LOBBYING

The Awardee shall ensure that, to the best of its knowledge and belief of the undersigned:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Awardee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grants, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal or amendment of any Federal contract.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Federal contract, grant, loan, or cooperative agreement, the Awardee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Awardee shall 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 all shall 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

M. COPYRIGHT

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

N. RELIGIOUS ACTIVITIES

Where applicable, the Awardee must ensure that the conditions prescribed at 24 CFR 92.257 are adhered to in the use of HOME funds by religious organizations.

O. ACQUISITION/RELOCATION

The Awardee shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulation.

P. RECORDS TO BE MAINTAINED

Each Awardee shall establish and maintain sufficient records to enable the City and HUD to determine whether the Awardee has met the requirements of this Agreement. At a minimum, the following records are needed, and should be maintained for five years after the date of close-out of this Agreement by City. It is the responsibility of the City to notify the Awardee as to the date of the Agreement close-out.

All files shall be clearly labeled with the following information: HOME Agreement number, Name of Awardee, Activity number and shall contain the following information and documents:

1. Application and Agreement with the City and any amendments.
2. General correspondence regarding the Agreement.
3. Financial management records and audits.
4. Documentation of compliance with Section 504.
5. The Civil Rights Certification and documentation on the ethnicity, gender, disability status, single-head of household of all applicants for and recipients of benefits and/or services.
6. Procurement and contracting documents for each professional service procured or for each major item of equipment or materials purchased, with smaller items aggregated.
7. Bids and construction contracts.
8. Labor Standards records and documents for each prime contractor.
9. Records and documents for acquisition/relocation activities for each parcel acquired or family displaced.
10. Overall policies and procedures for housing rehabilitation and a separate file for each applicant/family or multi-family unit.
11. Documentation and records for job creation/retention activities and each business assisted.

12. Overall policies and procedures for any revolving loan funds and a separate file for each applicant/business assisted.
13. Policies and procedures for technical assistance and a record of each applicant/entity assisted.

Exhibit D Bonds and Insurance

A. BONDS

In the event the City provides advance funding, the Awardee shall purchase a blanket fidelity bond covering all Awardee's employees and subcontractors in an amount equal to cash advances from the City.

B. INSURANCE

B.1 General.

Awardee shall, at a minimum, comply with the bonding requirements of 24 CFR 200.325 and insurance requirements in 24 CFR 200.310, which require that the Awardee provide at least the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the Awardee. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

Insurer Qualifications. Without limiting any obligations or liabilities of Awardee, Awardee shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Arizona Revised Statutes ("A.R.S.") § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

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

Primary Insurance. Awardee's insurance shall be primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Awardee. Awardee shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Awardee shall be solely responsible for any such deductible or self-insured retention amount.

Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Awardee shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Awardee. Awardee shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Awardee will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Awardee's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Awardee shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded.

Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Awardee’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Awardee under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

B.2 Required Insurance Coverage.

Commercial General Liability. Awardee shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

Vehicle Liability. Awardee shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Awardee’s owned, hired and non-owned vehicles assigned to or used in the performance of the Awardee’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy

form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

Professional Liability. If this Agreement is the subject of any professional services or work, or if the Awardee engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Awardee shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Awardee, or anyone employed by the Awardee, or anyone for whose negligent acts, mistakes, errors and omissions the Awardee is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

Workers' Compensation Insurance. Awardee shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Awardee's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

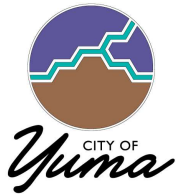
Additional Coverage. To the fullest extent permitted by law, if the Awardee maintains higher insurance limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limit maintained.

- B.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

Exhibit E

Federal Award Identification Worksheet (as required by 2 CFR 200.331(a)(1)(i-xiii))

| | |
|---|------------------------------------|
| i. Subrecipient: Yuma County | ii. Unique Entity ID: ELEWY4GC2FL9 |
| iii. FAIN: M24-DC040230 | iv. Federal Award Date: 7/1/2024 |
| v. Subaward Period of Performance: Start Date: 1/1/25 End Date: 12/31/25 | |
| vi. Amount of Federal Funds Obligated to the Subrecipient by this action: | \$ 150,000 |
| vii. Total Amount of Federal Funds Obligated to the Subrecipient: | \$ 30,500,000 |
| viii. Total Amount of the Federal Award: | \$ 30,650,000 |
| ix. Federal Award Project Description: Funds will be used to provide owner-occupied housing rehab. | |
| x. Federal Awarding Agency: U.S. Department of Housing and Urban Development | |
| Grantee: City of Yuma, Arizona | |
| Awarding Official: Alice Walkup, Director - CPD U.S. Department of Housing and Urban Development One Sansome Street, Suite 1200 San Francisco, CA 94104-4430 | |
| xi. CDFA Number and Name: 14.239 HOME Investment Partnership | |
| xii. Is award for Research and Development? Yes <input type="checkbox"/> X No <input checked="" type="checkbox"/> | |
| xiii. Indirect Cost Rates: Indirect Costs are not a billable expense for this project | |



City of Yuma

City Council Report

File #: MC 2024-130

Agenda Date: 9/4/2024

Agenda #: 8.

| DEPARTMENT: | STRATEGIC OUTCOMES | ACTION |
|---------------------------------|---|---|
| Planning & Neighborhood Svc | <input type="checkbox"/> Safe & Prosperous | <input checked="" type="checkbox"/> Motion |
| | <input type="checkbox"/> Active & Appealing | <input type="checkbox"/> Resolution |
| DIVISION: Community Planning | <input checked="" type="checkbox"/> Respected & Responsible | <input type="checkbox"/> Ordinance - Introduction |
| | <input type="checkbox"/> Connected & Engaged | <input type="checkbox"/> Ordinance - Adoption |
| | <input type="checkbox"/> Unique & Creative | <input type="checkbox"/> Public Hearing |

TITLE:

Infrastructure and Services Report: ANEX-42924-2024 Irwin Trust

SUMMARY RECOMMENDATION:

Approve an Infrastructure and Services Report for Annexation Area No. ANEX-42924-2024, identified as the Irwin Trust Annexation, located in the vicinity of E. 28th Street and S. Rebecca Avenue. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

The approval of this annexation will clarify jurisdiction for access to City resources and services. This annexation assists in furthering the City Council's strategic outcome as it relates to Respected and Responsible.

REPORT:

The annexation area, as shown in the map attached to Ordinance O2024-028, totals approximately 29.4 acres consisting of two parcels and the adjacent E. 28th Street right-of-way. The properties are owned respectively by the Irwin Catherine H Trust 4-09-86 and Irwin Testamentary Trust.

Arizona Revised Statutes § 9-471 (the state's annexation law) requires that, "On or before the date the governing body adopts the ordinance annexing territory, the governing body shall have approved a plan, policy or procedure to provide the annexed territory with appropriate levels of infrastructure and services to serve anticipated new development within 10 years after the date when the annexation becomes final pursuant to Subsection D of this Section."

Approval of this Infrastructure and Services Report will fulfill the statutory requirement to have an approved plan, policy or procedure to provide the annexed territory with appropriate levels of infrastructure and services to serve anticipated new development within ten years of annexation.

The 2022 General Plan (adopted April 6, 2022, R2022-011) establishes the foundational blueprint and policies for providing infrastructure and services to all property within the City of Yuma. The following policy and plans will provide the lands within newly annexed areas with an appropriate level of infrastructure and services within 10 years of annexation.

Plan and Policy for Land Use

The City of Yuma 2022 General Plan identifies the land use designation for the property as Industrial. Upon

annexation, the property will be zoned to the Heavy Industrial (HI) District.

The City of Yuma Growth and Development Policy (R99-30) notes that it is in the best interest of the citizens and taxpayers of the City that urban land uses in the vicinity of the City should be part of the City of Yuma.

Plan and Policy for Roads

City Council policy is to require the dedication of needed rights-of-way and appropriate contributions toward the construction of arterials and collectors, linear parks or pathways, when warranted by proposed development projects. The dedications and contributions will be consistent with the City of Yuma's Transportation Master Plan (October, 2014) and 2018 Yuma Bikeways Plan (adopted March 6, 2019, R2019-004).

Arterial Roads: Deficiencies in rights-of-way can be corrected via dedications as adjacent land is rezoned or subdivided for development, as warranted. Fair-share contributions for the improvement of existing roadways can be collected from development projects as they are approved by the City of Yuma, as warranted. The annexation area is accessed via 32nd Street, which is identified as a Principal Arterial.

Plan and Policy for Water and Sewer Systems

All development projects must have approved water systems and sewer treatment available to serve the project, consistent with the City of Yuma's 2023 Integrated Water Resources Master Plan (September, 2023).

Water Systems: The property is within the service area of the Aqua Viva Water Treatment Plant but there is no current water service to the site. The extension of any water mains to serve a proposed development project will be paid for by the development project seeking the water service.

Sewer Systems: The property is located within the Desert Dunes Treatment Plant service area but there is no current sewer service to the site. The extension of any sewer mains to serve a proposed development project will be paid for by the development project seeking the sewer service.

Plan and Policy for Emergency Services

Fire and Emergency Medical Services will be provided in a manner consistent with the City of Yuma Fire Services and Facilities Plan (adopted July 19, 2023, R2023-027). The site is in the current service area for Fire Station No. 5.

Public Safety services will be provided in a manner consistent with the City of Yuma 2022 General Plan. The site is within the service area of the City of Yuma Police Department Headquarters located at 1500 S. 1st Avenue.

Plan and Policy for Parks

Park sites will be acquired consistent with the City of Yuma's adopted Parks, Arts, Recreation & Trails Master Plan (adopted July 17, 2024, R2024-036), subject to the availability of funds. City Council policy is to require the dedication of needed rights-of-way and appropriate contributions toward the construction of linear parks or pathways when warranted by the development of the parcels of land.

Plan and Policy for Stormwater Collection and Disposal

All development projects must have approved stormwater collection and disposal systems available to serve the project, consistent with that master plan, as well as the City of Yuma Drainage Policy (Ordinance Nos. 1670 and 1836) and 2003 Stormwater Management Program, as amended. The creation of new facilities or extension of any pre-existing stormwater facilities to serve a proposed development project will be paid for by the development project seeking the stormwater collection and disposal service.

FISCAL REQUIREMENTS:

| | | | |
|----------------|---------|-----------------------------|---------|
| CITY FUNDS: | \$ 0.00 | BUDGETED: | \$ 0.00 |
| STATE FUNDS: | \$ 0.00 | AVAILABLE TO TRANSFER: | \$ 0.00 |
| FEDERAL FUNDS: | \$ 0.00 | IN CONTINGENCY: | \$ 0.00 |
| OTHER SOURCES: | \$ 0.00 | FUNDING: ACCOUNT/FUND #/CIP | |
| TOTAL \$ 0.00 | | | |
| - | | | |
| | | | |

FISCAL IMPACT STATEMENT:

Not applicable

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk’s Office
- Document to be recorded
- Document to be codified

| | |
|--|---------------------|
| Acting City Administrator: John D. Simonton | Date: 08/26/2024 |
| Reviewed by City Attorney: Richard W. Files | Date: 08/26/2024 |



City of Yuma

City Council Report

File #: R2024-044

Agenda Date: 9/4/2024

Agenda #: 1.

| DEPARTMENT: | STRATEGIC OUTCOMES | ACTION |
|--|--|--|
| Engineering | <input checked="" type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input checked="" type="checkbox"/> Respected & Responsible <input checked="" type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative | <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction <input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing |
| DIVISION: Engineering | | |

TITLE:

Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan

SUMMARY RECOMMENDATION:

Adopt the ADA Self-Evaluation and Transition Plan, dated September 2023 (Engineering) (Dave Wostenberg/Steve Wilson)

STRATEGIC OUTCOME:

The ADA Self-Evaluation and Transition Plan (the Plan) is in accordance with the City Council’s Safe and Prosperous, Respected and Responsible, and Connected and Engaged strategic outcomes. The approved Plan will serve as a guide for the City of Yuma to improve access to the City’s facilities, programs, and services to individuals with disabilities.

REPORT:

Title II of the ADA requires that all programs, services, and activities (PSAs) of public entities provide equal access for individuals with disabilities. The purpose of the Plan is to provide the framework for achieving equal access to the City of Yuma’s facilities, programs, services, and activities within a reasonable timeframe.

The Plan for the City was developed in 2023 and included the establishment of an ADA Advisory Commission for the purpose of advising the City Administrator and City staff in matters pertaining to the needs and interests of, and the barriers impacting, the disabled community.

The City has appointed an ADA Coordinator who will be responsible for coordinating the City’s efforts to comply with ADA Title II and investigating any complaints related to potential violations of ADA Title II. The City also established a Grievance Policy, Procedure, and Form with Appeal Process for the ADA in January 2023.

The City is currently in the process of inventorying City-owned/maintained buildings and associated parking lots, parks and associated parking lots, park sidewalk and associated curb ramps, signalized intersections, and public rights-of-way sidewalks and associated curb ramps.

On April 23, 2024, the ADA Advisory Commission voted unanimously to recommend the Plan be adopted by the City Council.

FISCAL REQUIREMENTS:

| | | | |
|--|---------|-----------------------------|---------|
| CITY FUNDS: | \$ 0.00 | BUDGETED: | \$ 0.00 |
| STATE FUNDS: | \$ 0.00 | AVAILABLE TO TRANSFER: | \$ 0.00 |
| FEDERAL FUNDS: | \$ 0.00 | IN CONTINGENCY: | \$ 0.00 |
| OTHER SOURCES: | \$ 0.00 | FUNDING: ACCOUNT/FUND #/CIP | |
| TOTAL \$ 0.00 | | | |
| - | | | |
| To total; right click number & choose "Update Field" | | | |

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

| | |
|--|---------------------|
| Acting City Administrator: John D. Simonton | Date: 08/26/2024 |
| Reviewed by City Attorney: Richard W. Files | Date: 08/26/2024 |

RESOLUTION NO. R2024-044

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, ADOPTING THE 2023 AMERICANS WITH DISABILITIES
ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN**

WHEREAS, the Congress of the United States enacted the Americans with Disabilities Act of 1990 (ADA), as amended, to provide a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities; and,

WHEREAS, Title II of the ADA requires local governments to develop a Self-Evaluation and Transition Plan (the Plan) that identifies physical and structural barriers that may limit or prevent access to the City's facilities, programs, and services by individuals with disabilities, and that further sets forth a plan for removing or mitigating such barriers; and,

WHEREAS, the City approved Ordinance No. 02023-019 which amended Yuma City Code, Title 13, Health and Safety, Chapter 141 to establish an ADA Advisory Commission (Commission) for the purpose of advising the City Administrator and City staff in matters pertaining to the needs and interests of, and barriers impacting the disabled community; and,

WHEREAS, the City of Yuma has appointed an ADA Coordinator and established a grievance procedure for inclusion and integration of disabled persons' needs consistent with the vision and purpose of the ADA; and,

WHEREAS, in compliance with Title II of the ADA, the City and its consultant have completed a Plan attached and incorporated into this resolution by reference as Exhibit A; and,

WHEREAS, the Commission recommended the Plan for City Council's approval at the April 23, 2024 Commission meeting for guidance and consideration within the context of the City's future planning including establishment of the City's Capital Improvement Program; and,

WHEREAS, the Capital Improvement Program represents the Yuma City Council's legislative policy and direction for funding and constructing capital improvements and maintenance with a balance of available resources against recognized needs; and,

WHEREAS, the adopted Capital Improvement Program will reflect the City Council's legislative intent and decision making to prioritize expenditure of limited resources and the City Council's decision to not allocate the limited resources in other areas.

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

SECTION 1: The City of Yuma's Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan (the Plan) attached as **Exhibit A**, including the Grievance Policy and Grievance Form is adopted.

SECTION 2: The City Administrator is authorized to make decisions and recommendations in accordance with A.R.S. §§ 12-820.01 through 12-820.05 concerning City infrastructure and assets utilizing the Plan approved with this resolution.

Adopted this ____ day of _____, 2024.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

September 2023

City of Yuma

Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan

Prepared by:

Kimley»»Horn

1001 West Southern Avenue
Suite 131
Mesa, AZ 85210



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Abbreviations

ADA – Americans with Disabilities Act

CFR – Code of Federal Regulations

CIP – Capital Improvement Projects

DOJ – United States Department of Justice

FHWA – Federal Highway Administration

MUTCD – Manual on Uniform Traffic Control Devices

PROWAG – Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way

PSA – Programs, Services, and Activities

1.0 Introduction

1.1 Purpose

The purpose of this Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan is to summarize the activities completed to-date related to ADA compliance and to create a roadmap for the City of Yuma to update their ADA Transition Plan. Prioritization methodology for evaluating and implementing improvements was developed based on the applicable ADA Standards for Accessible Design (ADA Standards) and Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG), and the details are provided in this document.

This document includes an overview of the ADA and provides recommendations for the City of Yuma based on guidance from the Federal Highway Administration (FHWA) and U.S. Department of Justice (DOJ) to improve accessibility for the public.

1.2 Legislative Mandate

The ADA is a civil rights law that mandates equal opportunity for individuals with disabilities. The ADA prohibits discrimination in access to jobs, public accommodations, government services, public transportation, and telecommunications. Title II of the ADA also requires that all programs, services, and activities (PSAs) of public entities provide equal access for individuals with disabilities.

1.3 ADA Self-Evaluation and Transition Plan Development Requirements and Process

The City of Yuma is obligated to observe all requirements of Title I in its employment practices; Title II in its policies, programs, and services; any parts of Titles IV and V that apply to the City and its programs, services, or facilities; and all requirements specified in the applicable ADA Standards and PROWAG that apply to facilities and other physical holdings.

Title II has the broadest impact on the City. Included in Title II are administrative requirements for all government entities employing more than 50 people. These administrative requirements are:

- Providing notice to the public about the ADA;
- Designation of at least one (1) person who is responsible for overseeing Title II compliance;
- Adopting and publishing of an ADA complaint procedure;
- Self-Evaluation of current services, policies, and practices and modification if non-compliant;
- Operating each service, program, or activity so that it is readily accessible and useable by individuals with disabilities; and
- Development of a Transition Plan to schedule the removal of structural barriers. The Transition Plan will become a working document until all barriers have been addressed.

This document describes the process developed to complete the evaluation of the City of Yuma's services, policies, practices, programs, activities, and facilities, provides possible solutions to remove programmatic barriers, and presents a Transition Plan for the modification of facilities and public rights-of way to improve accessibility, which will guide the planning and implementation of necessary program and facility modifications over the next several years. The ADA Self-Evaluation and Transition Plan is significant in that it establishes the City's ongoing commitment to the development and maintenance of PSAs and facilities that accommodate all those who live in and visit the City.

1.4 Discrimination and Accessibility

Program accessibility means that, when viewed in its entirety, each program is readily accessible to and usable by individuals with disabilities. Program accessibility is necessary not only for individuals with mobility needs, but also to individuals with sensory and cognitive disabilities.

Accessibility applies to all aspects of a program or service, including but not limited to physical access, advertisement, orientation, eligibility, participation, testing or evaluation, provision of auxiliary aids, transportation, policies, and communication.

The following are examples of elements that should be evaluated for barriers to accessibility:

1.4.1 Physical Barriers

- Parking
- Path of travel to, throughout, and between buildings and amenities
- Doors
- Service counters
- Restrooms
- Drinking fountains
- Public telephones
- Access to pedestrian equipment at signalized intersections

1.4.2 Programmatic Barriers

- Building signage
- Customer communication and interaction
- Non-compliant sidewalks, pedestrian street crossing, pedestrian driveway crossings, or curb ramps
- Emergency notifications, alarms, and visible signals
- Participation opportunities for City sponsored events

1.4.3 Ongoing Accessibility Improvements

After the initial evaluations, City PSAs and facilities will continue to be evaluated on an ongoing basis, and the ADA Transition Plan will be revised to account for changes that have been or will be completed since the initial facility evaluations. This Plan will be posted on the City's website for review and consideration by the public.

1.4.4 City of Yuma Approach

The purpose of the Transition Plan is to provide the framework for achieving equal access to the City of Yuma's programs, services, and activities within a reasonable timeframe. The City's elected officials and staff believe that accommodating persons with disabilities is essential to good customer service, ensures the quality-of-life Yuma residents seek to enjoy, and guides future improvements.

The City of Yuma should make reasonable modifications in PSAs when the modifications are necessary to avoid discrimination based on disability, unless the City can demonstrate that making the modifications will fundamentally alter the nature of the program, service, or activity. The City of Yuma will not place surcharges on individuals with disabilities to cover the cost involved in making PSAs accessible.

1.5 Exceptions and Exemptions

A municipality is not required to take any action that would create any undue financial or administrative burden for the public entity, create a hazardous condition for other people, or threaten or destroy the historic significance of a historic property.

In determining whether an alteration would impose an undue financial or administrative burden on a covered entity, factors to be considered include: (i) the nature and cost of the alteration needed; (ii) the overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; the number of persons employed at such facility; the effect on expenses and resources, or the impact otherwise of such accommodation upon the operation of the facility; (iii) the overall financial resources of the covered entity; the overall size of the business of a covered entity with respect to the number of its employees; the number, type, and location of its facilities; and (iv) the type of operation or operations of the covered entity, including the composition, structure, and functions of the workforce of such entity; the geographic separateness, administrative, or fiscal relationship of the facility or facilities in question to the covered entity.

In determining whether an alteration would threaten or destroy the historic significance of a historic property, the City should first confirm if the property is on the National Register of Historic Places. Based on a search of the National Register of Historic Places NPGallery Database (<https://npgallery.nps.gov/nrhp>) and the associated geodatabase (<https://irma.nps.gov/DataStore/Reference/Profile/2210280>), there are 50+ registered historical places within the City of Yuma, but there may be other documentation available not provided on these websites. A map of these properties is provided on the City website:

<https://www.yumaaz.gov/home/showpublisheddocument/4182/637695699332130000>.

The City has established the Design and Historic Review Commission (DHRC). The DHRC holds a variety of responsibilities with the goal of promoting historical preservation in the City. The Commission and its members review plans for development in the City's Aesthetic Overlay (the gateways to the City) and within the City's three historic districts. Commission members use state and federal guidelines for development in addition to local City-approved neighborhood specific historic district and design guidelines.

The Design and Historic Review Commission should take the ADA into consideration when providing recommendations to ensure the current standards are being met when facilities are altered.

A municipality is not necessarily required to make each of its existing facilities accessible to and usable by individuals with disabilities. In the event the City determines a proposed action would generate undue financial or administrative burden, create a hazardous condition for other people, or threaten or destroy the historic significance of a historic property, a municipality has a responsibility to communicate and document the decision and the methodology used to reach it. If an action would result in such an alteration or such burdens, a municipality shall take any other actions that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the City.

1.6 New Construction and Alterations

If the start date for construction is on or after March 15, 2012, all newly constructed or altered state and local government facilities must comply with the 2010 ADA Standards. Before that date, the 1991 ADA Standards (without the elevator exemption), the Uniform Federal Accessibility Guidelines, or the 2010 ADA Standards may be used for such projects when the start of construction commences on or after September 15, 2010.

The most recent standard is the 2010 ADA Standards, which sets the minimum requirements – both scoping and technical – for newly designed and constructed or altered state and local government facilities, public accommodations, and commercial facilities to be readily accessible to and usable by individuals with disabilities. It is

effectuated from 28 Code of Federal Regulations (CFR) 35.151 and the 2004 Americans with Disabilities Act Accessibility Guidelines (ADAAG). However, the FHWA and DOJ recommend using PROWAG for designing facilities within the public rights-of-way as a best practice until it is adopted at the federal level. The Manual on Uniform Traffic Control Devices (MUTCD) is also incorporated by reference within PROWAG. The Arizona Department of Transportation (ADOT) allows for compliance with PROWAG, when feasible, if a feature does not meet the 2006 ADA Standards for Transportation Facilities. It is recommended that the City of Yuma adopt PROWAG so that it becomes an enforceable document for all City projects within the public rights-of-way, regardless of its adoption status at the state and federal level.

2010 ADA Standards

The Department of Justice's revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 (ADA) were published in the Federal Register on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards. On March 15, 2012, compliance with the 2010 ADA Standards was required for new construction and alterations under Titles II and III. March 15, 2012, is also the compliance date for using the 2010 ADA Standards for program accessibility and barrier removal.

PROWAG

The U.S. Access Board recently published new guidelines under the ADA and the Architectural Barriers Act (ABA) that address access to sidewalks and streets, crosswalks, curb ramps, pedestrian signals, on-street parking, and other components of public rights-of-way. These guidelines also review shared use paths, which are designed primarily for use by bicyclists and pedestrians for transportation and recreation purposes. PROWAG provides minimum guidelines for the accessibility of pedestrian facilities in the public rights-of-way. When these guidelines are adopted, with or without modifications, as accessibility standards in regulations issued by other federal agencies implementing the ADA, Section 504 of the Rehabilitation Act, and the ABA, compliance with those enforceable accessibility standards is mandatory. The final rule was published on August 8, 2023, and becomes effective on September 7, 2023. In a memorandum dated January 23, 2006 from the Federal Highway Administration, the PROWAG is the recommended best practice and can be considered the state of the practice that could be followed for areas not fully addressed by the 2010 ADA Standards.

MUTCD

Traffic control devices shall be defined as all signs, signals, markings, and other devices used to regulate, warn, or guide traffic, placed on, over, or adjacent to a street, highway, pedestrian facility, bikeway, or private road open to public travel by authority of a public agency or official having jurisdiction, or, in the case of a private road, by authority of the private owner or private official having jurisdiction. The Manual on Uniform Traffic Control Devices is incorporated by reference in 23 CFR, Part 655, Subpart F and shall be recognized as the national standard for all traffic control devices installed on any street, highway, bikeway, or private road open to public travel in accordance with 23 U.S.C. 109(d) and 402(a). The policies and procedures of the FHWA to obtain basic uniformity of traffic control devices shall be as described in 23 CFR 655, Subpart F.

1.7 Maintenance Versus Alterations

The United States DOJ has issued a briefing memorandum on clarification of maintenance versus alteration projects. Information contained in the briefing memorandum is below. This clarification regarding when curb ramp installation is required as part of a project can be used as a reference for City of Yuma staff who regularly are involved in maintenance and alteration projects.

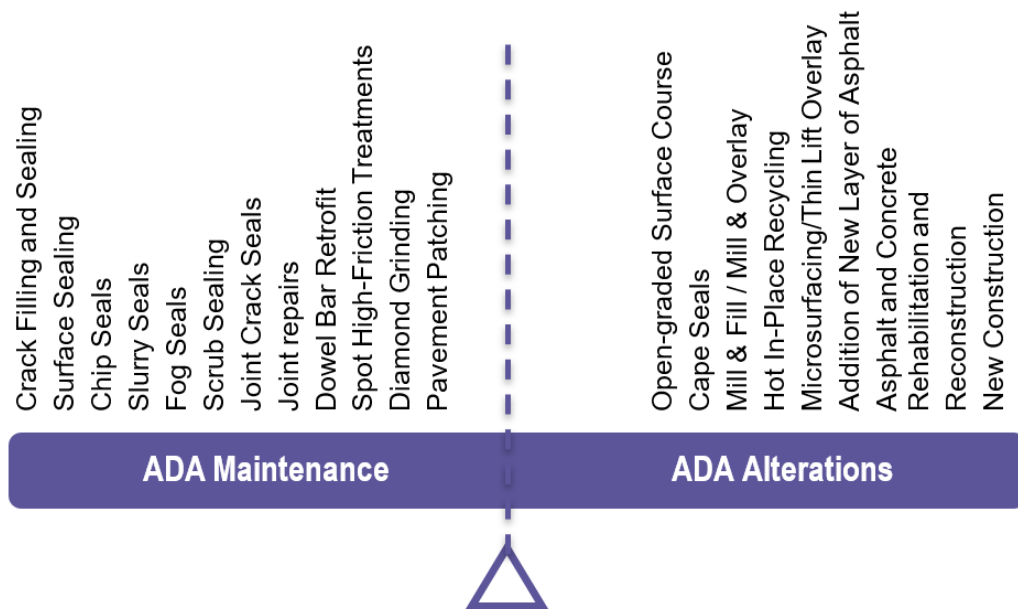
The Americans with Disabilities Act of 1990 (ADA) is a civil rights statute prohibiting discrimination against persons with disabilities in all aspects of life, including transportation, based on regulations promulgated by the United States DOJ. DOJ's regulations require accessible planning, design, and construction to integrate people with disabilities into mainstream society. Further, these laws require that public entities responsible for operating and maintaining the public rights-of-way do not discriminate in their programs and activities against persons with disabilities. FHWA's ADA program implements the DOJ regulations through delegated authority to ensure that pedestrians with disabilities have the opportunity to use the transportation system's pedestrian facilities in an accessible and safe manner.

FHWA and DOJ met in March 2012 and March 2013 to clarify guidance on the ADA's requirements for constructing curb ramps on resurfacing projects. Projects deemed to be alterations must include curb ramps within the scope of the project.

This clarification provides a single Federal policy that identifies specific asphalt and concrete-pavement repair treatments that are considered to be alterations – requiring installation of curb ramps within the scope of the project – and those that are considered to be maintenance, which do not require curb ramps at the time of the improvement. Figure 1 provides a summary of the types of projects that fall within maintenance versus alterations.

This approach clearly identifies the types of structural treatments that both DOJ and FHWA agree require curb ramps (when there is a pedestrian walkway with a prepared surface for pedestrian use and a curb, elevation, or other barrier between the street and the walkway) and furthers the goal of the ADA to provide increased accessibility to the public right-of-way for persons with disabilities. This single Federal policy will provide for increased consistency and improved enforcement.

Figure 1. Maintenance versus Alteration Projects



Source: DOJ Briefing Memorandum on Maintenance versus Alteration Projects

1.8 FHWA Guidance on Closing Pedestrian Crossings

An alteration that decreases or has the effect of decreasing the accessibility of a facility below the requirements for new construction at the time of the alternation is prohibited. For example, the removal of an existing curb ramp or sidewalk (without equivalent replacement) is prohibited. However, the FHWA has indicated a crossing may be closed if an engineering study (performed by the City and not included in the scope of this Transition Plan) determines the crossing is not safe for any user. The crossing should be closed by doing the following:

- A physical barrier is required to close a crossing at an intersection. FHWA has determined that a strip of grass between the sidewalk and the curb is acceptable as a physical barrier.
- A sign should be used to communicate the closure.

Agencies wishing to close certain intersection crossings should have a reasonable and consistent policy on when to do so written in their Transition Plan or as a standalone document. If safety concerns are established by an engineering study, a pedestrian crossing should not be accommodated for any user. The City of Yuma will only consider closing an existing pedestrian crossing if it is determined to be unsafe by an engineering study.

1.9 Existing City Programs that Implement ADA Upgrades

The City of Yuma currently implements ADA compliant designs through the following efforts:

- **Inclusive Play Project:** In 2022, the City began working on improvements to the Stewart Vincent Wolfe Creative Playground (282 N. 12th Avenue) with the addition of a new inclusive play area. The inclusive playground exceeds the minimum standards of accessibility to ensure every child can fully engage with the equipment without limitations. More information can be found on the City website: <https://www.yumaaz.gov/government/parks-recreation/inclusive-play-project>.
- **Multi-use Paths:** As part of the 2018 Yuma Bikeways Plan, 53 miles of bike paths are proposed to be added to the existing City network in addition to proposed bike lanes along existing or new roadways. Bike paths (also referred to as multi-use paths) are off-street paved paths that are physically separated from motorized traffic by an open space or barrier. Bike paths attract recreational users such as joggers, walkers, and other non-motorized users. Typically, bike paths are constructed of concrete or asphalt and are built to a standard width of 10 feet.

2.0 Public Outreach

In July 2023, the City established an ADA Advisory Commission for the purpose of advising the City Administrator and City staff in matters pertaining to the needs and interests of, and the barriers negatively impacting, the disability community. This City code text amendment ensures the City is Safe and Prosperous, Respected and Responsible, Connected and Engaged, and Active and Appealing by making the Yuma community accessible to those who experience disabilities, providing an avenue to communicate with the City regarding needs of disabled persons, and ensuring essential services are available to the public.

The Commission will be comprised of seven members to be appointed by the Mayor and City Council. The City of Yuma's ADA Coordinator shall serve as secretary to the Commission. The City will work with the Commission members to determine the frequency in which the Commission will meet and will also meet the fourth Tuesday of the first month of every quart of the year. The City plans to solicit feedback on the Self-Evaluation and Transition Plan directly from the Commission and work with the Commission to determine the best approach for receiving feedback from the disability community.

The City will also be hosting open houses and will have open public comment periods as part of the Master Transportation Plan (MTP) update. The MTP includes policies and investment strategies for traditional roadway improvement; but as a multimodal plan, it also outlines enhancements to public transportation, bicycle facilities, pedestrian environments, and other mobility and accessibility functions. The City will work with the ADA Advisory Commission to solicit feedback from the disability community.

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3.0 Self-Evaluation and Summary of Observations

The City of Yuma's Americans with Disabilities Act (ADA) Transition Plan will include the results of a comprehensive review of the programs, services, and activities provided to employees and the public. The Plan will also include the observations from facility evaluations of all City-owned/maintained buildings and associated parking lots, parks and associated parking lots, park sidewalk and associated curb ramps, signalized intersections, and public rights-of-way sidewalks and associated curb ramps.

3.1 Programs, Services, and Activities Review

Under the ADA, the City of Yuma is required to complete a Self-Evaluation of the City's programs, policies, practices, and associated facilities. The Self-Evaluation identifies and provides possible solutions to those policies and practices that are inconsistent with Title II requirements. To be compliant, the Self-Evaluation should consider all the City's programs, services, and activities, as well as the policies and practices the City uses to implement its various programs and services.

To comply with requirements of the plan, the City must take corrective measures to achieve program accessibility through several methods, including, but not limited to:

- (1) Relocation of programs to accessible facilities;
- (2) Modifications to existing programs so they are offered in an accessible manner;
- (3) Structural methods such as altering an existing facility;
- (4) Policy modifications to ensure nondiscrimination; and
- (5) Auxiliary aids needed to provide effective communication.

When choosing a method of providing program access, the City should attempt to give priority to the method that promotes inclusion among all users, including individuals with disabilities.

Programs, services, and activities offered by the City to the public must be accessible. Accessibility applies to all aspects of a program, services, or activity, including advertisement, orientation, eligibility, participation, testing or evaluation, physical access, provision of auxiliary aids, transportation, policies, and communication.

However, the City does not have to take any action that will result in a fundamental alteration in the nature of a program or activity, create a hazardous condition for other people, or result in an undue financial and/or administrative burden. This determination should generally be made by the ADA/504 Coordinator and/or an authorized designee of the City, such as the City Manager or their designee, and must be accompanied by a written statement detailing the reasons for reaching the determination.

The determination of undue burden must be based on an evaluation of all resources available for use. If a barrier removal action is judged unduly burdensome, the City must consider all other options for providing access that will ensure that individuals with disabilities receive the benefits and services of the program or activity. This process must be fully documented.

3.1.1 ADA/504 Coordinator

Under the ADA Title II, when a public entity has 50 or more employees based on an entity-wide employee total count, the entity is required to designate at least one (1) qualified responsible employee to coordinate compliance with ADA requirements. The name, office address, and telephone number of this individual must be available and advertised to employees and the public. This allows for someone to assist with questions and concerns regarding disability discrimination to be easily identified.

The City of Yuma has appointed Robert Duffy as ADA/504 Coordinator for Title I and Title II. Below is the ADA Coordinator's contact information. However, this information is not published on the City website or in other City documents:

Robert Duffy, ADA/504 Coordinator
Environmental and Safety Program Manager
Human Resources
City Hall, One City Place
Yuma, AZ 85364
Office: 928-373-5125
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The ADA/504 Coordinator contact information must be provided to interested parties. The following distribution methods should be considered:

- Post on the City website;
- Prominently display in common areas that are accessible to all employees and areas open to the public;
- Provide in materials that are distributed by the City for meetings and events where requests for auxiliary aids or services for effective communication might be needed; and
- Provide in materials that are distributed by the City where ADA questions or concerns may arise.

3.1.2 Roles and Responsibilities of the ADA/504 Coordinator

Below is a list of qualifications for ADA Coordinators that are recommended by U.S. Department of Justice:

- Familiarity with the entity's structures, activities, and employees;
- Knowledge of the ADA and other laws addressing the rights of people with disabilities, such as Section 504 of the Rehabilitation Act;
- Experience with people with a broad range of disabilities;
- Knowledge of various alternative formats and alternative technologies that enable individuals with disabilities to communicate, participate, and perform tasks;
- Ability to work cooperatively with local entities and people with disabilities;
- Familiarity with any local disability advocacy groups or other disability groups;
- Skills and training in negotiation and mediation; and
- Organizational and analytical skills.

The responsibilities of the ADA/504 Coordinator include coordinating the City's efforts to comply with Title II and investigating any complaints related to potential violations of Title II. The role of the ADA Coordinator typically includes being the primary contact when members of the public request an auxiliary aid or service for effective communication, such as a sign language interpreter or documents in Braille. An effective ADA Coordinator will be

able to efficiently assist people with disabilities with their questions. These roles and responsibilities are consistent with the Department of Justice’s guidance for “An Effective ADA Coordinator” (<https://www.ada.gov/pcatoolkit/chap2toolkit.htm>).

3.1.3 ADA Grievance Policy, Procedure, and Form with Appeal Process for the ADA

Local governments with 50 or more employees are required to adopt and publish procedures for resolving grievances in a prompt and fair manner that may arise under Title II of the ADA. The purpose of the ADA grievance procedure is to provide a mechanism for the resolution of discrimination issues at the City level, rather than require the complainant to resort to resolution at the federal level. ADA grievance policies and procedures were developed in January 2023. The DOJ recommends that all written complaints received by the City, appeals to the City, and responses from the City be retained by the City for at least three (3) years.

Grievance Policy: Completed Actions

The City of Yuma Grievance Policy, Procedure, and Form with Appeal Process for the ADA was developed in January 2023, and a copy of the City’s Grievance Procedure and Form are included in **Appendix A**. The City uses CivicPlus’ SeeClickFix to receive ADA grievances via text, email, and phone. SeeClickFix is a comprehensive and robust 311, request management, and resident engagement solution that is integrable with the most widely used Esri and asset management systems. SeeClickFix will be used to maintain an ADA grievance log as well.

3.1.4 Public Notice Under the ADA

The ADA public notice requirement applies to all state and local governments covered by Title II, including entities with fewer than 50 employees. The target audience for the public notice includes applicants, beneficiaries, and other people interested in the entity’s programs, services, and activities. This notice is required to include information regarding Title II of the ADA and how it applies to the programs, services, and activities of the public entity. The Department of Justice suggests including brief statements about:

- Employment;
- Effective communication;
- Making reasonable modifications to policies and programs;
- Not placing surcharges on modifications or auxiliary aids and services; and
- Filing complaints.

The notice should also include the name and contact information of the ADA/504 Coordinator. Publishing and publicizing the ADA notice is not a one-time requirement. State and local government entities should provide the information on an ongoing basis, whenever necessary. DOJ suggestions for ways to provide notice are provided at: <https://www.ada.gov/pcatoolkit/chap2toolkit.htm>.

Public Notice Under the ADA: Completed Actions

The City of Yuma Public Notice Under the ADA was developed in January 2023, and a copy of the City’s Public Notice Under the ADA is included in **Appendix B**. Publicizing the ADA notice is not a one-time requirement, and the City will provide the information on an ongoing basis, whenever necessary.

3.2 Program, Services, and Activities Inventory

The City of Yuma plans to compile a list of all City programs, services, and activities (PSAs) required to be reviewed for compliance with Title II of the ADA. The City will evaluate the current status regarding ADA requirements including eligibility requirements, participation requirements, facilities used, staff training, tours, transportation, communication, notifications, public meetings, the use of contracted services, purchasing, maintenance of accessible features, and emergency procedures.

Updates to the City's Transition Plan will be made to include observations and possible solutions for identified barriers as the inventory and Self-Evaluation of these PSAs are completed.

3.3 Self-Evaluation Action Plan

The Federal Highway Administration (FHWA) has provided guidance on the ADA Transition Plan process in their "INFORMATION: ADA Transition Plans" memo dated June 27, 2019 (see **Appendix C**). A copy of the memo is also available on the FHWA website: https://www.fhwa.dot.gov/civilrights/memos/ada_transition_plans_062719.cfm. While this memo specifically addresses state departments of transportations, FHWA also recommends this guidance for local municipalities until municipality-specific guidance is developed by FHWA. Provided in the memo is a checklist for elements to be included in an ADA Transition Plan and other ADA requirements that agencies must fulfill.

Items included in the FHWA checklist related to the public rights-of-way are:

- **Inventory of Barriers** (identification of physical obstacles)
 - Identify intersection information, including curb ramps and other associated accessibility elements.
 - Require an Action Plan to develop an inventory of sidewalks (slopes, obstructions, protruding objects, changes in level, etc.), signals (including accessible pedestrian signals), bus stops (bus pads), buildings, parking, rest areas (tourist areas, picnic areas, visitor centers, etc.), mixed use trails, linkages to transit.
 - Discuss jurisdictional issues/responsibilities for sidewalks.
- **Schedule**
 - Show a strong commitment toward upgrading ADA elements identified in the inventory of barriers in the short-term (planned capital improvement projects).
 - Show a strong commitment over time toward prioritizing curb ramps at walkways serving entities covered by the ADA.
 - Schedule should include prioritization information, planning, and investments directed at eliminating other identified barriers over time.
 - Dedicate resources to eliminate identified ADA deficiencies.
- **Implementation Methods**
 - Describe the methods that will be used to make the facilities accessible and include the governing standard (e.g., ADA Standards, PROWAG).

The City of Yuma has compiled a list of all City-owned and/or maintained facilities to be evaluated for compliance with applicable ADA Standards and PROWAG.

3.4 Existing Facility Inventory

The first step in completing a Self-Evaluation for physical facilities is understanding what facilities the City is responsible for maintaining and where each of these facilities is located. The existing facility inventory will include

City-owned or maintained buildings, parks, signalized intersections, sidewalk corridors, unsignalized intersections and driveways along sidewalk corridors, and railroad crossings along sidewalk corridors. Inventories for buildings, parks, signalized intersections, sidewalk corridors, have been developed and are summarized in the following sections

3.4.1 Buildings

The City of Yuma owns and maintains 22 buildings with public access. **Table 1** is a list of all City of Yuma-owned buildings.

Table 1. Summary of Buildings to be Reviewed

| Location Name | Property Address | Sq. Ft. |
|---|-------------------------------------|---------|
| 1. Fire Station #1 | 353 S 3rd Avenue | 14,064 |
| 2. City Hall | One City Plaza | 61,497 |
| 3. Martin Luther King Jr Youth Career Center | 300 S 13th Avenue | 13,801 |
| 4. Facilities Maintenance | 180 West 14th Street | 12,149 |
| 5. City of Yuma Engineering & Public Works Department | 155 W 14th Street | 34,831 |
| 6. New Fleet Services | 265 W 13th Street | 3,592 |
| 7. City of Yuma Prosecutors | 190 W 14th Street | 14,404 |
| 8. City of Yuma Warehouse Surplus Auction | 190 W 14th Street | 5,582 |
| 9. Yuma Municipal Court | 1515 S 2nd Avenue | 17,533 |
| 10. Household Hazardous Waste | 1473 S 2nd Avenue | 1,177 |
| 11. Yuma Police Department | 1500 S 1st Avenue | 46,692 |
| 12. Fire Station #4 | 2850 W 16th Street | 7,047 |
| 13. Harvest Preschool Childcare & Joe Henry Optimist | 1793 S 1st Avenue | 7,072 |
| 14. Fire Station #3 | 508 E 25th Street | 10,358 |
| 15. Fire Station #2 | 3284 S Avenue A | 11,692 |
| 16. Riverside Outdoor Education Center | Riverside Park, 50 Prison Hill Road | 1,209 |
| 17. Classroom Fire Station #5 / AWC | 6490 E 26th Street | 2,377 |
| 18. Fire Station #5 | 6490 E 26th Street | 12,033 |
| 19. Yuma Police Araby East Substation | 6390 E 26th Street | 4,000 |
| 20. Thomas F. Allt Utilities Complex | 270 W 13th Street | 20,175 |

All buildings with public access (see **Table 1**) will be evaluated for compliance with the applicable ADA Standards including parking lots, path of travel from the parking lot to the building, access into the building, signage, drinking fountains, telephones, bathrooms, and counter heights. All on-site sidewalk and all associated curb ramps, ramps, stairs, and other paths of travel required to be ADA compliant will also be evaluated.

If a City of Yuma employee requests an accommodation to be able to work at one of the buildings without public access, the City will evaluate the property at the time of the request.

A map of the buildings within the City of Yuma is included in **Appendix D**.

3.4.2 Recreation Facilities

The City of Yuma owns and maintains 9 recreational facilities. **Table 2** is a list of all City of Yuma-owned recreational facilities.

Table 2. Summary of Recreational Facilities to be Reviewed

| Location Name | Property Address | Sq. Ft. |
|--------------------------------------|---------------------------|---------|
| 1. Carver Pool | 1250 W 5th Street | 2,312 |
| 2. Clymer Recreation Center | 553 S. Orange Avenue | 3,900 |
| 3. Historic Yuma Theater | 254 S. Main Street | 10,000 |
| 4. Kennedy Pool | 890 E 24th Street | 3,780 |
| 5. Marcus Pool | 5th Street & 5th Avenue | 3,702 |
| 6. North End Community Center | 160 E. 1st Street | 7,702 |
| 7. Yuma Arts Center | 254 S. Main Street | 18,000 |
| 8. Yuma Civic Center | 1440 W Desert Hills Drive | 49,735 |
| 9. Yuma Readiness & Community Center | 6550 E 24th Street | 24,882 |

All recreational facilities (see **Table 2**) will be evaluated for compliance with the applicable ADA Standards including parking lots, path of travel from the parking lot to the building, access into the building, signage, drinking fountains, telephones, bathrooms, and counter heights. All on-site sidewalk and all associated curb ramps, ramps, stairs, and other paths of travel required to be ADA compliant will also be evaluated.

A map of the recreational facilities within the City of Yuma is included in **Appendix D**.

3.4.3 Parks

The City of Yuma owns and maintains 49 parks. **Table 3** is a list of all City of Yuma-owned parks.

Table 3. Summary of Parks to be Reviewed

| Location Name | Property Address |
|--|-----------------------------|
| 1. Armed Forces Park | 281 Gila Street |
| 2. Bark Park | 1705 E. Palo Verde Street |
| 3. Barkley Ranch Park | 2750 S 48th Drive |
| 4. Caballero Park | West 34th Street |
| 5. Carver Park | S 13th Ave & W 5th Street |
| 6. Centennial Athletic Complex | 2650 W. 20th Street |
| 7. Cibola Athletic Complex | 4100 20th Street |
| 8. Clymer Park | 533 S. Orange Avenue |
| 9. Desert Hills Golf Course <i>(includes pro shop, restaurant, and snack shack with public restrooms)</i> | 1245 W. Desert Hills Drive |
| 10. Desert Hills Golf Course – Par 3 <i>(includes double-wide trailer)</i> | 1301 W. 32nd Street |
| 11. Desert Ridge Park | 26th Place & Avenue 7 3/4 E |
| 12. Elena Orendain Curtis Athletic Complex | 2100 W. 28th Street |

| Location Name | Property Address |
|---|---------------------------------|
| 13. Friendship Park | Avenue A & 34th Place |
| 14. Gateway Park | 1st Street & Gila |
| 15. Hacienda Park 1 | 24th Lane & 18th Avenue |
| 16. Hacienda Park 2 | 27th Drive & 18th Avenue |
| 17. Hacienda Park 3 | 28th Lane & 18th Avenue |
| 18. Hacienda Park 4 | 26th Street & 17th Avenue |
| 19. Heritage Library Park <i>(excludes Heritage Library, which is County owned and maintained)</i> | 3rd Street & 3rd Avenue |
| 20. Jennifer Wilson Park (North Caballero Park) | 14th Avenue & Colorado Street |
| 21. Joe Henry Athletic Complex | 2310 W. Colorado Street |
| 22. Joe Henry Memorial Park | 23rd Avenue and Colorado Street |
| 23. Joe Henry Optimist Center Park | 1793 S. 1st Avenue |
| 24. John Morris Cottage | 385 S. 13th Avenue |
| 25. Keegan Athletic Complex | 23rd Street & Kennedy Lane |
| 26. Kennedy Athletic Complex | 2251 S. Kennedy Lane |
| 27. Kennedy Memorial Park | 23rd Street & Kennedy Lane |
| 28. Kiwanis Park | 8th Street & Magnolia Avenue |
| 29. Las Casitas Park | 31st Place & 28th Drive |
| 30. Marcus Park | 5th Street & 5th Avenue |
| 31. Netwest Park | 12th Street & 14th Avenue |
| 32. Ocotillo Park | 42nd Place & Jojoba Avenue |
| 33. Pacific Avenue Athletic Complex | 1700 E 8th St, Yuma, AZ |
| 34. Parkway Place Park | 27th Street & 39th Drive |
| 35. Ponderosa Park | 26th Street & 29th Drive |
| 36. Ray Kroc Sports Complex | 1280 W. Desert Sun Drive |
| 37. Riverside Park | Prison Hill Road & Giss Parkway |
| 38. Roxaboxen Park | 2nd Avenue & 8th Street |
| 39. Saguaro Neighborhood Park | 4183 Desert Willow Way |
| 40. Sanguinetti Memorial Park | 8th Avenue & 23rd Street |
| 41. Smucker Memorial Park | Avenue A & 28th Street |
| 42. Sunrise Optimist Park | 20th Street & 45th Avenue |
| 43. Terraces Park | 2601 E. View Parkway |
| 44. Valley Aquatic Center | 4381 W. 18th Street |
| 45. Victoria Meadows Park | 23rd Street & 20th Drive |
| 46. West Wetlands Park/Centennial Beach | 282 N. 12th Avenue |
| 47. Winsor Rotary Park | 20th Street & Avenue B 1/2 |
| 48. Yuma Valley Park | 3162 W. 24th Street |

All existing parks will be evaluated for compliance with the applicable ADA Standards, including parking lots, path of travel from the parking lot to the park amenities, access into facilities, signage, drinking fountains and restrooms.

A map of the parks within the City of Yuma is included in **Appendix D**.

3.4.3 Signalized Intersections

All City-owned or maintained signalized intersections will be evaluated for compliance with PROWAG. Signalized intersection evaluations will document the conditions and measurements along the pedestrian path of travel, which includes street crossings, curb ramps, sidewalk adjacent to the curb ramps, and pedestrian signal equipment and adjacent clear spaces. Based on the inventory, the City maintains 89 signalized.

A map of the signalized intersections within the City of Yuma is included in **Appendix D**.

3.4.4 Sidewalk Corridors

Using aerial imagery, the City developed a GIS-based inventory of City-maintained sidewalk corridors and cross street locations along these corridors. Based on the inventory, the City of Yuma maintains approximately 652 miles of sidewalk corridors, including pedestrian street and driveway crossings. Additionally, there is one (1) location where City-maintained sidewalk intersects an existing at-grade railroad crossing with pedestrian access.

All City-maintained pedestrian paths of travel will be evaluated for compliance with PROWAG based on the conditions and measurements along the pedestrian path of travel, which includes the sidewalk, curb ramps, pedestrian driveway crossings, and pedestrian street crossings. At intersections where existing sidewalk does not cross the curb and curb ramps are not installed, no evaluations are needed. Locations where curb ramps are missing, but are required, will also be identified and included in the Transition Plan.

The ADA of 1990, Section 35.150, Existing Facilities, requires that the Transition Plan include a schedule for providing curb ramps or other sloped area at existing pedestrian walkways, which applies to all facilities constructed prior to 1992. For any sidewalk installations constructed from 1992 to March 15, 2012, the curb ramps should have been installed as part of the sidewalk construction project per the 1991 ADA Standards, Section 4.7 Curb Ramp, which states, “curb ramps complying with 4.7 shall be provided wherever an accessible route crosses a curb.” For sidewalk installations constructed on or after March 15, 2012, similar guidance is provided in the 2010 ADA Standards, Section 35.151 of 28 CFR Part 35, New Construction and Alterations, which states, “newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped area at any intersection having curb or other sloped area at intersections to streets, roads, or highways.”

A map of the sidewalk corridors to be evaluated is included in **Appendix D**.

3.4.5 Facility Inventory Summary

Based on the completed inventory, the City has identified the following facilities for future evaluation:

- 22 buildings;
- 9 recreational facilities;
- 49 parks;
- 89 signalized intersections; and
- 652 miles of sidewalk corridors, including pedestrian street crossings, pedestrian driveway crossings, and associated curb ramps.

3.5 City of Yuma Self-Evaluation Action Plan

This City's Facility Evaluation Action Plan assigns an evaluation priority level to all inventoried facilities, which allows the City to prepare a schedule to complete the evaluations.

Phased Facility Evaluation Approach

The Department of Justice (DOJ) does not have any requirements or guidelines on how to prioritize which facilities should be evaluated first if you plan to phase your data collection over time, only that all facilities must be evaluated in order for an agency's ADA Transition Plan to be complete.

However, minimizing risk for litigation and risk for pedestrians should be the goal when determining the order in which to evaluate facilities. There are several factors that can increase risk at a particular location, including:

- **Number of existing complaints** – Locations with complaints have already been identified by the public as problem areas and should be evaluated as soon as possible to determine if the if the complaints are valid.
- **Proximity to pedestrian attractors** – Locations near pedestrian attractor (e.g., hospitals, retirement facilities, medical offices, parking garages, major employers, disability service providers, event facilities, bus or transit stop/routes, schools, government and public facilities, parks, libraries, churches) are more likely to have a higher risk compared to those locations without pedestrian attractors.
- **Proximity to residential areas** – Locations near residential areas are more likely to have a higher risk than those locations adjacent to industrial areas where pedestrians are less likely to travel.
- **Number of crashes** – Locations with pedestrian-related crashes should be evaluated to determine if there is a design reason for the crashes.
- **Age of facility** – Facilities constructed after July 26, 1991 are a higher risk than those constructed before the 1991 ADA Standards were published since they were constructed out of compliance.
- **Street classification** – Arterials typically have higher pedestrian activity than local roadways and may be a higher risk.
- **Pedestrian/vehicle volumes** – Higher pedestrian/vehicle volume roadways are more likely to have higher risk than lower volume pedestrian/vehicle roadways. Pedestrian volumes may be quantified using indicators such as number of pedestrian activations as a signalized intersection.
- **Existing sidewalks** – The ADA does not require sidewalks to be installed, but existing sidewalks must be compliant and the accessible route maintained in an accessible condition. Locations with existing sidewalks are a higher risk than locations without existing sidewalks.
- **Public Input** – Receiving and taking into consideration feedback from the public to better understand their concerns is recommended. While formal complaints may not have been filed, areas of concern to the public are more likely to have a higher risk for litigation if no improvements are made and an issue exists.

There are also other factors to take into consideration, such as:

- **Spatial distribution of facilities** – Selecting facilities to be evaluated evenly across different areas of the City might be more well-received by the public, assuming all the risk factors above are equal.
- **Facility type** – Selecting a variety of different facilities to be evaluated during each phase, instead of all of the same facility type, may provide a better understanding of your high-risk areas. If the selected sidewalks are evaluated and are determined to be mostly compliant, but the selected curb ramps are evaluated and determined to be mostly non-compliant, the City may want to consider doing a higher percentage of curb ramp evaluations during next phase of evaluations.
- **Upcoming Capital Improvement Projects (CIP)** – If curb ramps will be completely removed and replaced as part of an upcoming project, the ADA compliance of the new construction should be confirmed during construction inspections and resources would be better spent evaluating curb ramps that are not planned for reconstruction.

The decisions on how to prioritize which facilities to evaluate first is entirely up to the City and may or may not include the factors above.

3.6 Schedule and Implementation Methods

It is acceptable for the City to phase the Self-Evaluation over several fiscal years; however, the DOJ and FHWA will not consider the initiative to be complete until all evaluations have been completed. The City should determine and document in the Transition Plan the anticipated number of years required to complete the Self-Evaluation of City programs, services, activities, and associated facilities identified in **Section 3.2 Program, Services, and Activities Inventory** and **Section 3.4 Existing Facility Inventory**.

After the Self-Evaluation is complete, possible solutions have been identified, and cost estimates have been determined for each improvement, an implementation plan can be developed. The implementation plan needs to show both a strong commitment toward upgrading ADA elements identified in the inventory of barriers in the short-term (planned capital improvement projects) and a strong commitment over time toward prioritizing curb ramps at walkways serving entities covered by the ADA. The implementation plan should also include prioritization information, planning, and investments directed at eliminating other identified barriers over time.

3.7 Prioritization

To aid in the development of the implementation plan, prioritization information has been provided for each facility type where compliance issues exist. **Table 4** provides the prioritization criteria for buildings and parks. **Table 5** provides the prioritization criteria for signalized and unsignalized intersections. **Table 6** provides the prioritization schedule for sidewalk corridors. All compliance elements included in the prioritization schedule are based on requirements from the ADA Standards and PROWAG. While every effort will be made to design and implement improvements to be consistent with these standards, the City will provide access to the maximum extent feasible where full compliance is technically infeasible. Priorities were assigned based on DOJ priorities for facility access, previous project experience, and case law with respect to the severity of non-compliance. FHWA and DOJ have not provided any guidance on how to prioritize issues, only that prioritization information should be included as part of the schedule; however, best practices suggest that the prioritization methodology and resulting thresholds be first based on the severity of non-compliance (e.g., slightly out of compliance versus out of compliance enough to create a potentially dangerous condition) and then second based on the barrier's proximity to pedestrian attractors (e.g.,

adjacent to a hospital or governmental facility with high daily pedestrian traffic). Any complaints received by the City will also be reviewed, and associated prioritization updates will be incorporated into the Transition Plan.

Sidewalk corridors include the entire pedestrian path of travel, including sidewalk, pedestrian street crossings, and pedestrian driveway crossings. However, for project design and costing purposes, the recommended improvements for pedestrian street crossings are more appropriately reported with the rest of the intersection improvements.

It should also be noted that sidewalks are not required by the ADA, but if they are installed, sidewalks must be compliant. Accordingly, missing sidewalk segments could be given a low priority. However, providing a complete sidewalk network is a priority of the City so missing sidewalk segments are assigned a high priority

To determine the priority for each facility, the raw measurements should be compared to the criteria in **Tables 4, 5, and 6**. To do this, start at Priority 1 and determine if any of the criteria apply. If yes, assign the facility a priority of 1. If no, move to Priority 2 and determine if any of the criteria apply. This process should be repeated until a priority has been assigned to all intersections and each sidewalk corridor segment.

3.7.1 Prioritization Factors for Facilities

Buildings and parks are recommended to be prioritized on a 12-point scale, which is defined in **Table 4**. This prioritization methodology was developed by the Consultant Team to aid the City in determining how buildings and parks should be prioritized for improvements based on the severity of non-compliance with ADA and DOJ priorities.

Signalized and unsignalized intersections are recommended to be prioritized on a 13-point scale, which is defined in **Table 5**. This prioritization methodology was developed by the Consultant Team to aid the City in determining which signalized and unsignalized intersections should be prioritized for improvements over other signalized and unsignalized intersections based on the severity of non-compliance with ADA and proximity to pedestrian attractors.

Sidewalk corridors are recommended to be prioritized on a 3-point scale and with a priority of either “High”, “Medium”, “Low” based on the severity of non-compliance, which is defined in **Table 6**. Compliant segments of the sidewalk corridor are recommended to be given a priority label of “Compliant”.

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Table 4. Prioritization Factors for Buildings/Parks

| Priority | Criteria |
|-------------------|--|
| 1 (high) | Complaint known or imminent danger present |
| 2 (high) | <ul style="list-style-type: none"> Element is more than twice the allowable requirement. No known complaint. AND (for exterior conditions) location is near a hospital, school, transit stop, government building, or other pedestrian attractor. |
| 3 (high) | <ul style="list-style-type: none"> Element is more than twice the allowable requirement. No known complaint. AND (for exterior conditions) location is not near a hospital, school, transit stop, government building, or other pedestrian attractor. |
| 4 (high) | Issues with parking or exterior conditions (DOJ level 1) – moderately out of compliance |
| 5 (medium) | Issues with access to goods and services (DOJ level 2) – severely out of compliance |
| 6 (medium) | Issues with: <ul style="list-style-type: none"> Access to goods and services (DOJ level 2) – moderately out of compliance; Parking or exterior conditions (DOJ level 1) – minimally out of compliance; OR Restrooms (DOJ level 3) – severely out of compliance |
| 7 (medium) | Issues with: <ul style="list-style-type: none"> Access to goods and services (DOJ level 2) – minimally out of compliance; Restrooms (DOJ level 3) – moderately out of compliance; OR Drinking fountains or public phones (DOJ level 4 & 5) – severely out of compliance |
| 8 (medium) | Issues with drinking fountains or public phones (DOJ level 4 & 5) - moderately out of compliance |
| 9 (low) | Issues with restrooms (DOJ level 3) – minimally out of compliance |
| 10 (low) | Issues with drinking fountains or public phones (DOJ level 4 & 5) - minimally out of compliance |
| 11 (low) | <ul style="list-style-type: none"> Client is a Title II agency; AND Elements out of compliance, but may be able to be handled programmatically or do not need to be handled unless or until the agency hires a person with a disability |
| 12 (low) | Element is fully compliant with an older standard (safe-harbored), but will need to be brought into compliance with current standards if altered |

Table 5. Prioritization Factors for Signalized and Unsignalized Intersections

| Priority | Criteria |
|-------------------|--|
| 1 (high) | Complaint filed on curb ramp or intersection or known accident/injury at site |
| 2 (high) | Existing curb ramp with any of the following conditions: <ul style="list-style-type: none"> • Running slope > 12% • Cross slope > 7% • Obstruction to or in the curb ramp or landing • Level change > ¼ inch at the bottom of the curb ramp • No detectable warnings AND within a couple of blocks of a hospital, retirement facility, medical facility, parking garage, major employer, disability service provider, event facility, bus/transit stop, school, government facility, public facility, park, library, or church, based on field observations. |
| 3 (high) | <ul style="list-style-type: none"> • No curb ramp where sidewalk or pedestrian path exists AND within a couple of blocks of a hospital, retirement facility, medical facility, parking garage, major employer, disability service provider, event facility, bus/transit stop, school, government facility, public facility, park, library, or church, based on field observations. |
| 4 (high) | No curb ramps, but striped crosswalk exists |
| 5 (medium) | Existing curb ramp with any of the following conditions: <ul style="list-style-type: none"> • Running slope > 12% • Cross slope > 7% • Obstruction to or in the curb ramp or landing • Level change > ¼ inch at the bottom of the curb ramp • No detectable warnings AND NOT within a couple of blocks of a hospital, retirement facility, medical facility, parking garage, major employer, disability service provider, event facility, bus/transit stop, school, government facility, public facility, park, library, or church, based on field observations. |
| 6 (medium) | <ul style="list-style-type: none"> • No curb ramp where sidewalk or pedestrian path exists AND NOT within a couple of blocks of a hospital, retirement facility, medical facility, parking garage, major employer, disability service provider, event facility, bus/transit stop, school, government facility, public facility, park, library, or church, based on field observations. |
| 7 (medium) | Existing diagonal curb ramp (serving both crossing directions on the corner) is non-compliant and should be replaced with two curb ramps, one serving each crossing direction on the corner. |
| 8 (medium) | Existing curb ramp with any of the following conditions: <ul style="list-style-type: none"> • Cross slope > 5% • Width < 36 inches • Median/island crossings that are inaccessible |
| 9 (low) | Existing curb ramp with either running slope between 8.3% and 11.9% or insufficient turning space |
| 10 (low) | Existing diagonal curb ramp without a 48-inch extension into the crosswalk |
| 11 (low) | Existing pedestrian push button is not accessible from the sidewalk and/or curb ramp |
| 12 (low) | Existing curb ramp with returned curbs where pedestrian travel across the curb is not protected |
| 13 (low) | All other intersections not prioritized above |

Table 6. Prioritization Factors for Sidewalk Corridors

| Criteria | Priority 1 (high) | Priority 2 (medium) | Priority 3 (low) |
|--|---|--|-------------------------|
| Cross slope of sidewalk is greater than 2% | Value > 3.5% | 3.5% ≥ Value > 2.0% | |
| Width of sidewalk is less than 48 inches | Value ≤ 36.0" | 36.0" < Value < 42.0" | 42.0" < Value < 48.0" |
| Obstruction present along sidewalk | Obstruction - Permanent | Obstruction - Temporary | |
| Heaving, sinking, or cracking present on sidewalk | Heaving Sinking Cracking | | |
| Ponding on sidewalk | | Ponding | |
| Missing sidewalk | Missing Sidewalk | | |
| Signalized cross street cross slope is greater than 5% | Value > 9.0% | 9.0% ≥ Value ≥ 7.0% | 7.0% > Value > 5.0% |
| Unsignalized cross street cross slope is greater than 2% | Value > 6.0% | 6.0% ≥ Value ≥ 4.0% | 4.0% > Value > 2.0% |
| Cross street running slope is greater than 5% | Value > 7.0% | 7.0% ≥ Value ≥ 6.0% | 6.0% > Value > 5.0% |
| Driveway sidewalk width is less than 48 inches | Value ≤ 36.0" | 36.0" < Value < 42.0" | 42.0" < Value < 48.0" |
| Driveway (or sidewalk if applicable) cross slope is greater than 2% | Value > 6.0% | 6.0% ≥ Value ≥ 4.0% | 4.0% > Value > 2.0% |
| Driveway (or sidewalk if applicable) condition is poor or poor dangerous | Elevation change greater than 1/2 inch or gaps greater than 1 inch | Elevation change between 1/4 inch and 1/2 inch or gaps between 1/2 inch and 1 inch | |
| Railroad crossing excessive sidewalk vertical discontinuity | Elevation change greater than 1/4 inch or gaps greater than 1 inch) | | |
| Railroad crossing prefabricated plate is plastic or does not exist | Yes – Plastic or No | | |
| Railroad crossing flangeway gap > 3 inches (freight) or flangeway gap > 2.5 inches (non-fright) | Value > 3.0" (freight) or 2.5" (non-freight) | | |
| Railroad crossing is missing detectable warning surface(s) | No – Neither Side or Yes – 1 Side Only | | |

3.8 Action Log

As the evaluations are completed, the City will institute an ADA Action Log to confirm follow-up on corrective actions required under the Transition Plan and documenting City efforts at compliance with the ADA. At a minimum, the Action Log will identify items that are not ADA compliant and will include anticipated completion dates. The ADA Action Log will be updated on an annual basis and should be available to the public upon request. See example of ADA Action Log provided in **Appendix E**.

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4.0 Funding Opportunities

Several alternative funding sources are available to the City to complete the improvements in this Transition Plan. The funding opportunities include applying for resources at the federal and state level, consideration of local options, and leveraging private resources. The following sections detail some different funding source options.

4.1 Federal and State Funding

There is federal and state funding available for the City to apply for through numerous agencies for various improvements. A summary of the available funding opportunities is provided in **Appendix F**. A copy of this information is also available on the FHWA website:

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/funding/funding_opportunities.cfm.

Most of these programs are competitive type grants; therefore, the City of Yuma is not guaranteed to receive these funds. It will be important for the City to track these programs to apply for the funds. Federal-aid funding programs have specific requirements that projects must meet, and eligibility must be determined on a case-by-case basis.

4.2 Local Funding

There are several local funding options for the City to consider, including:

- Community Development Block Grants (CDBG)
- General fund (sales tax and bond issue)
- Scheduled/funded CIP projects that are funded through bonds
- Special tax districts – A district with the power to provide some governmental or quasi-governmental service and to raise revenue by taxation, special assessment, or charges for services.
- ROAD Tax – local one-half percent transaction privilege tax approved by voters in 1994 for maintenance and construction of roadways

4.3 Private Funding

Private funding may include local and national foundations, endowments, private development, and private individuals. While obtaining private funding to provide improvements along entire corridors might be difficult, it is important for the City to require private developers to improve pedestrian facilities to current ADA requirements, whether it by new development or redevelopment of an existing property.

[Page intentionally left blank]

5.0 Conclusion and Next Steps

This document serves as the Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan for the City of Yuma. The City intends to complete the Self-Evaluation of City facilities identified in this document over the next five (5) years, with an approximated \$315,000 - \$390,000 annual budget.

The next steps for the City of Yuma are:

1. Complete evaluation of all City facilities. The City anticipates completing the evaluations in the phases listed below. Phases 2 – 4 will be conducted using a detailed data collection methodology and Phases 5 and 6 will be conducted using qualitative data collection methodology.

Phase 1 was completed in 2023 and include the development of a facility inventory to determine the quantity of facilities to be evaluated in future phases.

Phase 2 (18 months)

- 10 buildings and associated parking lots/paths of travel (50% of the buildings)
- 4 recreational facilities and associated parking lots/paths of travel (~50% of the recreational facilities)
- 24 parks and associated parking lots/paths of travel, park sidewalk and associated curb ramps (50% of the parks)
- 44 signalized intersections and associated curb ramps (~50% of the signalized intersections)
- 32 miles public rights-of-way arterial sidewalks and associated curb ramps and railroad crossings (50% of the arterial sidewalks)

Phase 3 (18 months)

- 10 buildings and associated parking lots/paths of travel (50% of the buildings)
- 5 recreational facilities and associated parking lots/paths of travel (~50% of the recreational facilities)
- 24 parks and associated parking lots/paths of travel, park sidewalk and associated curb ramps (50% of the parks)
- 45 signalized intersections and associated curb ramps (~50% of the signalized intersections)
- 32 miles public rights-of-way arterial sidewalks and associated curb ramps and railroad crossings (50% of the arterial sidewalks)

Phase 4 (18 months)

- 46 miles public rights-of-way collector sidewalks and associated curb ramps and railroad crossings (100% of the collector sidewalks)

Phase 5 (18 months)

- 272 miles public rights-of-way local sidewalks and associated curb ramps and railroad crossings (50% of the local sidewalks)

Phase 6 (18 months)

- 272 miles public rights-of-way local sidewalks and associated curb ramps and railroad crossings (50% of the local sidewalks)

Facility evaluations should include the following:

- a. Facility reports with the compliance status of each element evaluated based on the applicable ADA Standards and access-related state and local standards that were applicable at the time of construction for buildings, recreational facilities, and parks and PROWAG and applicable access-related state and local standards for pedestrian facilities in the public rights-of-way;
 - b. Possible solutions to remove any barriers and bring the element into compliance;
 - c. Planning-level cost estimates of possible solutions,
 - d. Prioritization of the individual facility, independent of other locations of the same facility type; and
 - e. Field work data in GIS format with associated metadata, compatible with the City's GIS system.
2. Develop an Implementation Plan, including schedule for completing the recommended facility improvements and funding sources to be used.
 3. Update the City's ADA Transition Plan after each evaluation phase.
 4. Continue to update the City's ADA Transition Plan as projects are implemented and requests/complaints are received.
 5. Determine the best approach for receiving public input on the ADA Self-Evaluation and Transition Plan and include outreach efforts in Phase 2.
 6. Document the Self-Evaluation findings from the City's review of current services, policies, practices, programs, and activities, including modifications that have been made or will be made to bring these into compliance, if needed.

Appendix

Appendix A: Grievance Procedure

City of Yuma Title II Grievance Procedure

City of Yuma Title II Grievance Form

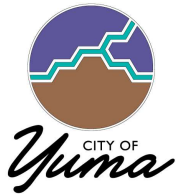
Appendix B: Public Notice Under the ADA

Appendix C: Federal Highway Administration ADA Transition Plans Memo

Appendix D: Facility Inventory Map

Appendix E: Sample Action Log

Appendix F: Federal and State Funding Opportunities



City of Yuma

City Council Report

File #: R2024-045

Agenda Date: 9/4/2024

Agenda #: 2.

| DEPARTMENT: | STRATEGIC OUTCOMES | ACTION |
|---------------------------------|--|---|
| Planning & Neighborhood Svc | <input checked="" type="checkbox"/> Safe & Prosperous | <input type="checkbox"/> Motion |
| | <input checked="" type="checkbox"/> Active & Appealing | <input checked="" type="checkbox"/> Resolution |
| DIVISION: Community Planning | <input type="checkbox"/> Respected & Responsible | <input type="checkbox"/> Ordinance - Introduction |
| | <input type="checkbox"/> Connected & Engaged | <input type="checkbox"/> Ordinance - Adoption |
| | <input type="checkbox"/> Unique & Creative | <input type="checkbox"/> Public Hearing |

TITLE:

Addendum to Real Property Exchange and Development Agreement: Southgate Mall, LLC

SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute an Addendum to Real Property Exchange and Development Agreement with the Southgate Mall, LLC (Planning and Neighborhood Services) (Alyssa Linville)

STRATEGIC OUTCOME:

This addendum will allow for the location of a new freestanding sign, in a manner which is safe for pedestrians and motorists, supporting the needs of the area businesses. This addendum supports the City Council's strategic outcomes of Safe and Prosperous and Active and Appealing.

REPORT:

The City Council, by Resolution R2013-47, approved the Southgate Mall, LLC Real Property Exchange and Development Agreement (Agreement). The Agreement details specific development standards, including the type and location of freestanding signage throughout the site. According to Exhibit 9 within the 2013 Agreement, a monument sign was permitted to be installed along Catalina Drive, adjacent to a driveway midway between 8th Avenue and 4th Avenue.

Southgate Mall, LLC (Owner) is seeking to amend the Agreement to allow for the relocation and modification of the sign type to better suit the needs of the businesses and the site configuration. While monument signs are a visually appealing sign type, the location of such signage, when in excess of six feet in height, does require increased setbacks to avoid conflicts in visibility. Due to unique right-of-way characteristics the Owner is unable to meet the development standards for a monument sign, without a significant modification to the internal circulation pattern. Additionally, in an effort to increase visibility from 4th Avenue, the Owner would like to locate the proposed freestanding signage further east than originally identified in the Agreement.

As identified in the attached Exhibit, the Owner is proposing to install a pole sign (Sign Design A), in a location with increased visibility from 4th Avenue. This proposed pole sign's design is consistent with the existing pole sign located along 4th Avenue.

FISCAL REQUIREMENTS:

| | | | |
|----------------|---------|-----------------------------|---------|
| CITY FUNDS: | \$ 0.00 | BUDGETED: | \$ 0.00 |
| STATE FUNDS: | \$ 0.00 | AVAILABLE TO TRANSFER: | \$ 0.00 |
| FEDERAL FUNDS: | \$ 0.00 | IN CONTINGENCY: | \$ 0.00 |
| OTHER SOURCES: | \$ 0.00 | FUNDING: ACCOUNT/FUND #/CIP | |

TOTAL \$ 0.00

| | | |
|--|--|--|
| - | | |
| To total; right click number & choose "Update Field" | | |

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

| | |
|--|---------------------|
| Acting City Administrator: John D. Simonton | Date: 08/26/2024 |
| Reviewed by City Attorney: Richard W. Files | Date: 08/26/2024 |

RESOLUTION NO. R2024-045

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, APPROVING AND AUTHORIZING THE EXECUTION OF
AN ADDENDUM TO THE REAL PROPERTY EXCHANGE AND
DEVELOPMENT AGREEMENT WITH SOUTHGATE MALL, LLC**

WHEREAS, the City of Yuma (City) is authorized pursuant to Arizona Revised Statutes § 9-500.05 to enter into development agreements with owners of real property; and,

WHEREAS, pursuant to Resolution No. R2013-47, the City and Southgate Mall, LLC entered into the Southgate Mall, LLC Real Property Exchange and Development Agreement (Agreement) recorded as Yuma County Recorder's Fee # 2014-078356; and,

WHEREAS, Southgate seeks to modify the Agreement to update the allowable sign type and sign location for a future pole sign to be located along Catalina Drive as indicated in Exhibit 9 of the original Agreement; and,

WHEREAS, the attached proposed *2024 Addendum to the Southgate Mall LLC Real Property Exchange and Development Agreement Exhibit 9* identifies the location and type of the future pole sign to be located along Catalina Drive,

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

SECTION 1: The *2024 Addendum to the Southgate Mall LLC Real Property Exchange and Development Agreement Exhibit 9* attached as Exhibit A and by this reference incorporated into this Resolution, is approved according to its terms.

SECTION 2: The City Administrator is authorized and directed to substitute the *2024 Addendum to the Southgate Mall LLC Real Property Exchange and Development Agreement Exhibit 9* for the existing Exhibit 9 and rerecord the document with the new exhibit on behalf of the City of Yuma.

Adopted this ____ day of _____ 2024.

APPROVED:

Douglas J. Nicholls
Mayor

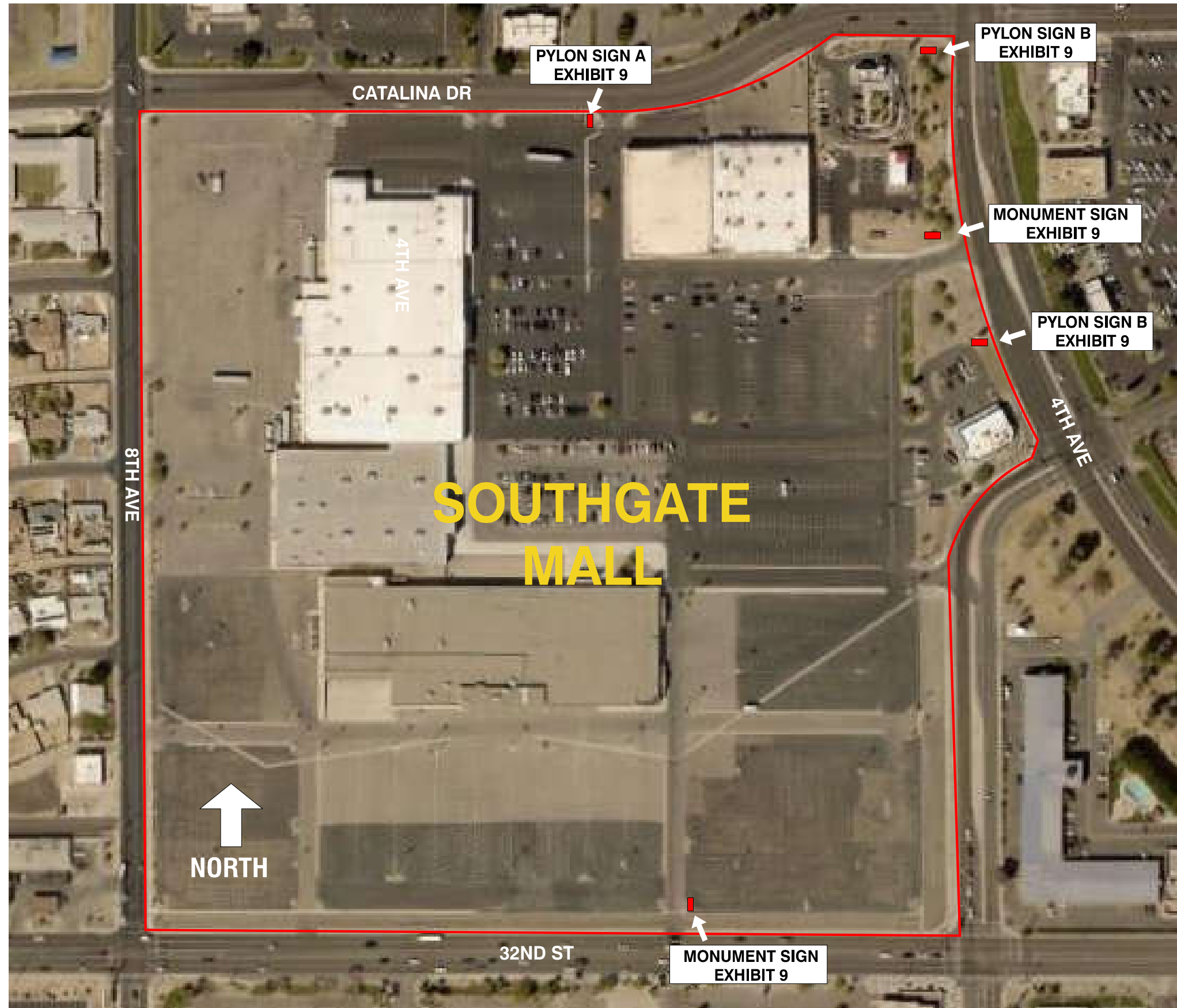
ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files

EXHIBIT A



**Exhibit 9
Amended Site Plan
Page 41 of 46**

SIGN DESIGN B



SIGN DESIGN A



PENN
SIGNS & GRAPHICS
QUALITY SIGNS SINCE 1946

PROJECT: SOUTHGATE MALL
505 W. CATALINA DR.
YUMA, AZ 85364

The proofing process is a courtesy to you. It gives a visual representation of what the final project will look like and includes all of the information you requested on your signage.

Review proof carefully, spelling is **YOUR** responsibility. Please note drawing is not to scale.

Colors will vary from electronic proof. If color is critical, printed samples can be provided at our location before your job is put into production.

Approved as is. Changes needed, please send new proof

Customer Signature _____

DRAWING DATE:

REVISION:

FILE NAME:

MEMBERS



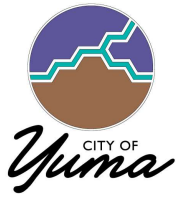
707 W. 8TH ST. YUMA, AZ 85364

PHONE: 928.782.2501

FAX: 928.343.4076

E-MAIL: SALES@PENNSIGNS.COM

THIS SHEET AND THE DESIGNS ARE PROPERTY OF PENN NEON SIGN CO., INC. AND MAY NOT BE REPRODUCED IN ANY MEDIA, WITHOUT WRITTEN PERMISSION OF SA



City of Yuma

City Council Report

File #: R2024-047

Agenda Date: 9/4/2024

Agenda #: 3.

| DEPARTMENT: City Administration | STRATEGIC OUTCOMES | ACTION |
|------------------------------------|--|---|
| DIVISION: Administration | <input checked="" type="checkbox"/> Safe & Prosperous | <input type="checkbox"/> Motion |
| | <input checked="" type="checkbox"/> Active & Appealing | <input checked="" type="checkbox"/> Resolution |
| | <input type="checkbox"/> Respected & Responsible | <input type="checkbox"/> Ordinance - Introduction |
| | <input type="checkbox"/> Connected & Engaged | <input type="checkbox"/> Ordinance - Adoption |
| | <input type="checkbox"/> Unique & Creative | <input type="checkbox"/> Public Hearing |

TITLE:

Lease and Operating Agreement: Yuma County Historical Society

SUMMARY RECOMMENDATION:

Approve and authorize the City Administrator to sign a Lease and Operating Agreement with the Yuma County Historical Society for the City-owned properties at 240 South Madison Avenue and 272 Madison Avenue. (Administration) (Jennifer Reichelt)

STRATEGIC OUTCOME:

The Lease and Operating Agreement with the Yuma County Historical Society supports the City Council's strategic outcomes of Active and Appealing *and* Unique and Creative. This partnership ensures that Yuma's historical sites are not only preserved for future generations but also remain accessible and engaging for both residents and visitors.

REPORT:

During the 2024 Legislative Session, Governor Hobbs approved SB1441, which transferred ownership of the Sanguinetti House Museum and Gardens, Jack Mellon House, and the Molina Block from the Arizona Historical Society (AHS) to the City of Yuma. These properties are located at 240 and 272 South Madison Avenue. On August 21, 2024, the Yuma City Council officially accepted ownership of the properties through Ordinance O2024-018.

The Yuma County Historical Society (YCHS) is dedicated to preserving and celebrating Yuma's rich history through initiatives like collecting oral histories and curating exhibits at the Sanguinetti House Museum and Gardens. Since 1972, YCHS has been committed to raising money to help support the operation and management of these properties. Over the past decade YCHS has raised over \$700,000.00, through events like Redondo Days, for building repairs and improvements that AHS was unable to fund. Since February 2024, YCHS has been managing and operating these historic properties on behalf of AHS.

YCHS expressed interest in continuing to manage and operate these properties on behalf of the City. This partnership leverages YCHS's deep knowledge, background, and expertise in Yuma's history, while ensuring continuity in the preservation and operation of these historic sites. City staff have been working closely with YCHS representatives to develop and finalize this lease and operating agreement.

Under the proposed agreement, YCHS will lease the properties for \$1.00 per month and will be responsible for its daily operations, maintenance, and insurance (excluding property insurance). The lease is for three years,

with options to renew for up to two additional one-year terms.

YCHS will use the properties for programming, office, and retail activities, as detailed below:

- **Sanguinetti House Museum:** Museum with historical exhibits and displays, open to the public.
- **Jack Mellon House:** Rentable office space for local non-profits.
- **Sanguinetti Gardens:** Special event rental space for event rentals like weddings and private parties.
- **Molina Block Open Area:** Hosts agricultural history displays.
- **Molina Block Building:** Currently used for storage. YCHS plans to develop it into additional museum space; will be seeking grants and outside funding to rehabilitate.

Highlights of the agreement include:

- YCHS will be responsible for all operating, insurance (excluding property insurance), and maintenance costs of the properties.
- YCHS will set and maintain regular operating hours for the museum and provide public access to exhibits, gardens, and facilities.
- YCHS will operate a portion of the premises as special event space that can be rented by the community.
- YCHS shall seek grants, state, and federal funding, as well as corporate sponsorships to improve the Sanguinetti House Museum and expand services and programming.
- YCHS will conduct annual fundraisers, such as Redondo Days, to support the operations and enhancement of the properties.
- YCHS will continue to employ at their expense, at least one employee to operate and manage the Premises.

To encourage ongoing communication and transparency, YCHS will provide the City with quarterly revenue and expense reports as well as an annual audit of all revenues and expenses associated with operating the Sanguinetti House Museum and Garden. In addition, YCHS will be asked to provide an annual update to the City Council and meet with City Administration regularly to discuss current operations and identify future opportunities, events, and projects.

FISCAL REQUIREMENTS:

| | | | |
|--|---------|-----------------------------|---------|
| CITY FUNDS: | \$ 0.00 | BUDGETED: | \$ 0.00 |
| STATE FUNDS: | \$ 0.00 | AVAILABLE TO TRANSFER: | \$ 0.00 |
| FEDERAL FUNDS: | \$ 0.00 | IN CONTINGENCY: | \$ 0.00 |
| OTHER SOURCES: | \$ 0.00 | FUNDING: ACCOUNT/FUND #/CIP | |
| TOTAL \$ 0.00 | | | |
| - | | | |
| To total; right click number & choose "Update Field" | | | |

FISCAL IMPACT STATEMENT:

At this time, this action has no direct fiscal impact on the City.

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

| | |
|--|---------------------|
| Acting City Administrator: John D. Simonton | Date: 08/26/2024 |
| Reviewed by City Attorney: Richard W. Files | Date: 08/26/2024 |

RESOLUTION NO. R2024-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, APPROVING AND AUTHORIZING A LEASE AND OPERATING AGREEMENT WITH THE YUMA COUNTY HISTORICAL SOCIETY FOR THE CITY-OWNED PROPERTIES LOCATED AT 240 SOUTH MADISON AVENUE AND 272 MADISON AVENUE

WHEREAS, the City Council of the City of Yuma adopted a *Strategic Plan For the City of Yuma* that envisions Yuma as a thriving, safe, and prosperous community with opportunities powered by innovation, partnerships, collaboration and robust education – a unique and welcoming place that all generations are proud to share; and,

WHEREAS, during the 2024 Legislative Session, Governor Hobbs approved SB1441, which transferred ownership of the Sanguinetti House Museum and Gardens, Jack Mellon House, and the Molina Block from the Arizona Historical Society (AHS) to the City of Yuma; and,

WHEREAS, on August 21, 2024, the Yuma City Council officially accepted ownership of the properties through Ordinance O2024-018; and,

WHEREAS, the Yuma County Historical Society (YCHS) is dedicated to preserving and celebrating Yuma’s rich history through initiatives like collecting oral histories and curating exhibits at the Sanguinetti House Museum and Gardens; and,

WHEREAS, YCHS has successfully managed and operated these historic properties on behalf of AHS and expressed interest in continuing to manage and operate these properties on behalf of the City; and,

WHEREAS, partnering with YCHS leverages their organizational knowledge, background, and expertise in Yuma’s history, while ensuring continuity in operations and in the preservation of these historic sites; and

WHEREAS, YCHS will operate daily, with responsibility for all operating, insurance (excluding property insurance), and maintenance costs of the Sanguinetti House Museum and Gardens, the Jack Mellon House, and the Molina Block; and,

WHEREAS, this Lease and Operating Agreement ensures that Yuma’s historical sites are preserved for future generations and are accessible and engaging for both residents and visitors alike,

NOW THEREFORE, be it resolved by the City Council of the City of Yuma:

SECTION 1: The Operating and Lease Agreement attached as Exhibit 1 and incorporated by reference as a part of this resolution is approved in accordance with its terms.

SECTION 2: The City Administrator is authorized and directed to execute the Lease and Operating Agreement on behalf of the City of Yuma.

ADOPTED this ____ day of _____, 2024

APPROVED:

Douglas J. Nicolls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

**LEASE & OPERATING AGREEMENT
YUMA COUNTY HISTORICAL SOCIETY AND
THE CITY OF YUMA**

THIS LEASE AND OPERATING AGREEMENT (“Agreement”) is made and executed at Yuma, Arizona, this ___ day of _____, 2024 (the “Effective Date”), between the City of Yuma , an Arizona municipal corporation, hereinafter referred to as either the “City” or “Lessor,” and the Yuma County Historical Society (YCHS), an Arizona nonprofit corporation, hereinafter referred to as the “YCHS” or “Lessee.” Lessor and Lessee are sometimes referred to in this Lease collectively as “Parties,” or individually as “Party.”

IT IS AGREED by and between the Parties hereto as follows:

- 1. DESCRIPTION OF PREMISES.** The Lessor hereby leases to Lessee, on the terms and conditions set forth in this Lease, the real property and buildings commonly referred to as the Sanguinetti House Museum and Gardens and Jack Mellon House located at 240 South Madison Avenue, Yuma, Arizona, and the Molina Block located at 272 Madison Avenue located in Yuma, Arizona 85364. Collectively these properties may be referred to as the “Premises,” “Building” or “Building Complex.”
- 2. TERM.** The term of this Lease/Agreement shall commence on September 16, 2024 (“Commencement Date”) and shall remain in full force and effect for three (3) years from the Commencement Date (the “Initial Term”), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for up to two (2) successive one-year terms (each, a “Renewal Term”) unless terminated, or not renewed, as otherwise provided in this Agreement.
- 3. TERMINATION/NON-RENEWAL.** This Lease will terminate at the end of the Initial Term, unless terminated earlier by the Parties, or unless Lessee notifies Lessor of its intent to renew for the Renewal Term of an additional one (1) year period pursuant to Section 2 above. Upon the expiration or other termination of this Lease or any extension thereof, Lessee shall vacate the Premises and surrender the Premises to Lessor in good condition. Notwithstanding the foregoing, either Party may terminate this Lease at any time with sixty (60) days’ written notice to the non-terminating Party.
- 4. HOLDING OVER.** Lessee agrees not to hold over after the termination of the Lease or any extension thereof. If Lessee remains in possession of the Premises with the written consent of Lessor after the expiration of this Lease, a new tenancy from month-to-month may be created between Lessor and Lessee. If such a new tenancy is created, it shall be subject to all the terms and conditions of this Lease, except that such tenancy shall be terminable by either Party upon thirty (30) days written notice, as set forth in Section 28 below, to the non-terminating Party.

5. **RENT.** Lessee shall pay Lessor one dollar (\$1.00) per month as rent for the Premises. The rent is first due and payable upon the Effective Date and payable on the first day of each month thereafter. Payments shall be mailed to or made in person at the following location:

City of Yuma
Finance Department
Attn: Senior Accounting Specialist
One City Plaza
Yuma, AZ 85364

The duty to pay rent as required herein shall survive this Lease.

6. **LATE CHARGES.** Lessee agrees to pay one hundred dollars (\$100.00) as a late charge should Lessee fail to pay any installment of rent or any other sum due under this Lease within thirty (30) days after the due date or five (5) days after written notice of failure to pay, whichever occurs first. If Lessor waives the late charge with respect to any single installment of rent, the waiver shall not be deemed to constitute a waiver with respect to any subsequent installment of rent due.
7. **INTEREST ON RENT IN ARREARS.** Any installment of rent owed under the provisions of this Lease which is not paid when due shall bear interest at the rate of ten percent (10%) per annum from the date the rent is due until such time as Lessee pays the amount due.
8. **USE.** YCHS shall utilize the Premises for programming, office, and retail activities consistent with and in furtherance of its non-profit status and mission as historically carried out in Yuma County, Arizona, as set forth in Exhibit A.
9. **MARKETING & PARTNERSHIP OPPORTUNITIES.** The City and YCHS may each cross-promote other organization's activities in appropriate publications and announcements. YCHS will be included in the City's Quarterly Communications Team meetings to discuss opportunities for collaboration and upcoming events and projects. Use of the City name or logo by the YCHS is subject to approval by the City and use of the YCHS name or logo by the City is subject to approval by its President or their designee. For the purposes of this lease agreement, the Building Complex shall be described as City-owned and YCHS-operated as a "Partnered Site".
10. **SECURITY.** Lessee acknowledges that Lessor does not provide on-site security at the Building and that Lessee accepts possession of the Premises without any representation or warranty of such security, expressed or implied.
11. **CONDITION OF PREMISES.** The parties acknowledge that the building is of an historic character and that the condition and amenities of the Building Complex and YCHS' Premises may not be up to the standard of other commercial buildings in the Yuma area. Premises are rented "as is."

- a. YCHS shall be responsible for providing any necessary or desired YCHS improvements of any kind for its activities to be conducted in the Premises. YCHS shall be responsible for any maintenance required in the following areas: All HVAC units in the building, floors and flooring, plumbing fixtures, faucets, spigots, toilet components, sink components, sinks, landscaping and vegetation, windows, doors, door knobs, locks, fire extinguishers, alarm system if any, pest control, paint on interior and exterior walls and trim, ceilings, and all other wear and tear to the building. This includes but is not limited to roof, ceiling, structure, electrical, major plumbing, and termites.
- b. The YCHS will provide the City with a current assessment of identified, scheduled, or outstanding repairs and maintenance of the Building Complex.
- c. YCHS shall keep the Premises in a neat and clean condition at all times. YCHS shall further be responsible for the maintenance and cleaning of the bathrooms as well as all gardens and grounds attached to the Building Complex.
- d. Because of the historic nature of the Building and Premises, all improvements, and repairs, including without limitation painting, additions, and installation of any trade fixtures, shall be approved in advance by the City
- e. Upon termination of Lease, the Premises shall be restored to as clean condition and good repair as when leased, with normal wear and tear excepted. Lessee shall remove all of Lessee's personal property and fixtures, except those items permanently affixed (including but not limited to lighting fixtures, fans, plumbing fixtures) before vacating the Premises.

12. MAINTENANCE.

- a. Lessee shall keep and maintain the roof, exterior surfaces, and all electrical, plumbing, and mechanical systems of the Premises in a good state of repair. Lessee shall be responsible for any interior maintenance of the Premises including electrical and plumbing issues or failures. Lessee shall keep and maintain the interior of the Premises in a reasonable condition of repair at Lessee's sole expense, including but not limited to interior walls, plumbing fixtures, electrical fixtures, heating and air conditioning filters, telephone lines, and interior doors.
- b. Lessor shall insure the Premises against fire or storm loss. Lessee shall insure the Premises against and bear the risk of vandalism, theft, window glass breakage, exterior vandalism, and casualty and fire loss to Lessee's own merchandise, wares, and personal property. Lessee shall insure against liability to third parties arising out of use and operation of the Premises.

c. In the event of injury or damage to the Premises, unless caused by the Lessor or Lessor's employees or agents, fire, flood, earthquake, or the elements, Lessee shall immediately repair and/or replace such damages at its own expense. If the repairs are not properly done by Lessee, Lessor may make said repair and Lessee shall be liable to repay and reimburse Lessor, as additional rent hereunder, including all expenses in connection herewith.

13. **RETAIL OPPORTUNITIES.** The YCHS shall be permitted to conduct business at the Building Complex, including in the categories of private facility rentals, museum and grounds admissions, and gift shop sales.

14. **TAXES.** Unless exempted or abated by Arizona Revised Statutes ("A.R.S.") §§ 42-6208 or 42-6209, in addition to any rent payable under this Lease, Lessee shall pay any government property lease excise, sales, property, privilege or any other applicable tax imposed or levied by any government or governmental agency upon Lessor or Lessee and attributed to the rent payable by Lessee. Pursuant to A.R.S. § 42-6206(A), failure by Lessee to pay any government property lease excise tax after notice and an opportunity to cure shall be deemed a default, and Lessor may terminate this Lease.

15. **CONDUCT OF BUSINESS.** Lessee shall not use or permit the Premises, or any part thereof, to be used for any purpose or purposes other than the purposes for which the Premises are hereby leased as set forth in Section 8. Lessee shall also not unilaterally use or do anything to the Premises which will increase Lessor's existing rate of insurance upon the Building or cause a cancellation of any insurance policy covering said Building, or any part thereof. Lessee shall not sell nor permit to be kept or sold, any article which may be prohibited by the standard form of fire insurance policy in and about the Premises.

16. **COMPLIANCE WITH AUTHORITIES.** Lessee shall, at its sole cost and expense, comply with and obey all applicable requirements of all municipal, county, state and federal laws, regulations, and ordinances now in force or which may hereafter be in force, pertaining to the Premises. Lessee shall maintain and procure at Lessee's expense all licenses, permits or inspection certificates required by any governmental authority with respect to Lessee's business. Lessee may, at its expense, contest any such law, ordinance, or regulation.

17. **UTILITIES.** Utilities (including, but not limited to, electricity, telephone, communications, water, wastewater, gas, and sanitation) and janitorial, landscaping and facilities maintenance services are not included in the rent set forth in Section 5 of this Lease and are the sole responsibility of Lessee.

Lessee shall also be responsible for all service charges associated with operation of the Premises, including telephone and Internet access charges. Lessor shall not be liable for, and Lessee shall not be entitled to any relief by reason of, the unavailability, suspension or limited availability of any utilities or services resulting from matters not within Lessor's control, including without limitation riot, strike, fire, flooding, labor disputes, energy shortage, inability to obtain supplies or materials from the usual source of supply, inevitable accident

or breakdown, or for the stoppage to or interruption of any such services for the purpose of making routine or necessary maintenance and repairs.

18. **INSURANCE.** Before the commencement of this Lease, Lessee shall, at its own expense, secure and maintain during the term of this Lease, Commercial General Liability (“CGL”) insurance including bodily injury, property damage, contractual, personal injury, and products/completed operations. Liability limits shall be no less than \$1,000,000.00 per occurrence, and no less than a \$2,000,000.00 general aggregate limit. If Lessee sublets the Premises, Lessee shall require and verify that all sublessees maintain CGL insurance meeting all the requirements stated in this Lease. Certificates of Insurance shall be delivered to the Lessor prior to the commencement of this Agreement. The CGL policy shall include endorsements naming the Lessor and its officers, elected offices, agents, directors, employees, and volunteers as Additional Insureds. The CGL policy shall also contain an endorsement waiving subrogation against Lessor, its officers, elected officials, directors, employees, and agents for losses arising from activities under this Lease and Lessors’ operations on the Premises.

Lessee shall during the term of this Lease, at the expense of Lessee, insure all of the contents, fixtures, and appurtenances at the Premises against broad perils of property loss or casualty for the appraised value of the contents, fixtures, and appurtenances at the Premises, or a minimum of \$500,000.00, whichever is greater. Lessor, its officers, elected officials, employees, and agents shall be named and endorsed as an additional insureds on the policy. The policy shall also contain an endorsed waiver of subrogation against Lessor, its officers, elected officials, employees, and agents for losses arising from activities under this Lessee. Lessor shall be named as a Loss Payee with respect to the Premises and any other improvements owned by Lessor on the Premises.

If Lessee has employees, Lessee must carry Worker’s Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services, and Employer’s Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease for each employee, and \$500,000.00 disease policy limit. The Workers Compensation Insurance policy shall also contain an endorsed waiver of subrogation against Lessor, its officers, elected officials, employees, and agents for losses arising from activities under this Lease and Lessors’ operations on the Premises.

All the policies of insurance required under this Insurance Section shall be endorsed as primary, non-contributory insurance policies and any insurance policy maintained by the Lessor is considered excess, non-contributory insurance. The existence of excess insurance policies should in no way be construed to limit the requirements of insurance described herein.

Failure to provide required coverage and failure to comply with the terms and conditions of this Lease shall not waive the contractual obligations herein. If the policy or policies are canceled or not renewed, the insurance company shall provide thirty (30) days written notice to the Lessor prior to the effective date of such cancellation or termination.

The amount and types of insurance coverage requirements set forth in this Lease will in no way be construed as limiting the scope of the indemnity in this Lease.

19. **VACATION OR ABANDONMENT.** Lessee shall not vacate or abandon the Premises at any time during the term of this Lease or any extension thereof, except when required to do so by this Lease. If Lessee abandons, vacates, surrenders, or is dispossessed of the Premises by process of law or otherwise, any personal property belonging to Lessee that is left on the Premises shall be deemed to be abandoned at the sole option of Lessor. Vacation or abandonment of Premises does not relieve Lessee of the duty to pay rent for the remainder of the term of this Lease.
20. **ENTRY AND INSPECTION.** Lessee shall permit Lessor and its employees and agents to enter the Premises at all reasonable times to inspect and/or maintain the Premises, or to make repairs, alterations or additions to any other portion of the Building, including the erection of scaffolding, props, or other mechanical devices, without any rebate of rent to Lessee or damages for occupation or quiet enjoyment of the Premises. Within thirty (30) days prior to the expiration of the Lease Lessee shall permit Lessor, or its employees and/or agents, at reasonable hours, to enter the Premises to show the Premises to prospective tenants.
21. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Lease, or any interest therein, and shall not sublet the Premises or any part thereof or any right or privilege appurtenant thereto or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of Lessor. The requirements of this Lease are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
22. **BREACH.** In the event of any breach of this Lease by Lessee, Lessor, in addition to any other rights or remedies available to Lessor, may terminate this Lease and shall have the immediate right of re-entry and may remove all persons and property from the Premises. Lessee hereby waives all claims for damages which may be caused by the re-entry of Lessor and Lessor's taking possession of the Premises or removing or storing Lessee's property, and will defend and save Lessor harmless from any losses, liabilities, costs, or damages occasioned Lessor thereby, and no such re-entry shall be considered or construed to be a forcible entry. Should Lessor at any time terminate this Lease for any breach, Lessor may, in addition to any other remedy it may have, recover from Lessee all damages Lessor may incur by reason of such breach, including the cost of recovering the Premises, and the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term.
23. **RESTRICTIONS.** This Lease is subject to any and all provisions of leases and encumbrances of record or extensions thereof under which Lessor holds title or possession of the Premises.
24. **ASBESTOS NOTICE.** An asbestos inspection has not been conducted and the existence of asbestos material in the facility has not been determined.

25. **NON-WAIVER FOR BREACH.** The failure by Lessor to pursue a remedy of any default or breach of any term, covenant or condition herein contained is not deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or other term, covenant or condition herein contained. The acceptance of rent hereunder shall not be a waiver of any breach by Lessee of any term, covenant, or condition of this Lease.
26. **ADDITIONAL RULES AND REGULATIONS.** Lessor has the further right and power to prescribe rules and regulations for the use, entry, operation, and management of the Premises, to insure the safety, care and cleanliness of the Premises and preservation and good order thereon.
27. **CUMULATIVE REMEDIES.** It is understood and agreed that the remedies herein given to Lessor are cumulative, and the exercise of any one remedy by Lessor is not to the exclusion of any other remedy.
28. **NOTIFICATION.** All notices, demands or other communications must be in writing and are deemed duly delivered upon personal delivery or as of the second business day after mailing by United States mail, postage prepaid, registered, or certified, return receipt requested, addressed as follows:

To Lessor: City of Yuma
 Attn: City Administrator
 One City Plaza
 Yuma, Arizona 85364

To Lessee: Yuma County Historical Society
 PO Box 2813
 Yuma, AZ 85366

If any Party changes its address, the Party must give written notice to the other Party. Notice of change of address is deemed effective five (5) days after mailing by the Party changing address.

29. **VENUE AND CHOICE OF LAW.** Any action to enforce any provision of this Lease or to obtain any remedy with respect this Lease shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona at the John M. Roll United States Courthouse in Yuma Arizona, if, but only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action commenced in accordance with the terms of this Section. This Lease shall be interpreted in accordance with the laws of the State of Arizona.
30. **INDEMNITY.** To the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless the Lessor, its agents, employees, officers, volunteers, and officials (“Indemnified Party”) for, from and against all claims, liabilities, demands, damages, losses,

and expenses, including attorneys' fees and litigation expenses, to which any such Indemnified Party may become subject, under any theory of liability whatsoever, ("Claims") to the extent that such Claims result from and/or arise out of the Lessee's intentional, reckless, or negligent acts, mistakes, errors, or omissions at, on or relating to the Premises or in performance of this Lease. This includes any intentional, reckless, or negligent acts, mistakes, errors, or omissions of Lessee's employees, agents, contractors, and officers employed directly or indirectly by Lessee, and any intentional, reckless, or negligent acts, mistakes, errors, or omissions of Lessee's customers, guests, students, visitors, invitees, licensees, assignees, and sublessees.

This indemnity provision shall also apply to any liability or remediation costs under Comprehensive Environmental Response, Compensation, and Liability Act, state statute or municipal ordinance arising as a result of contamination of the property or the surrounding environment, or violation of any Federal or state environmental laws due to any discharge of waste by Lessee, its employees and agents, regardless of whether the event requiring such remediation was intentional or accidental.

This Indemnity Section shall survive the expiration or early termination of this Lease.

31. **FORCE MAJEURE.** Should the Premises or any part thereof become unsafe, unsuitable for use or otherwise uninhabitable due to an act of God, nature, or act of war or other event beyond the control of the Lessor, the Lessor may, at its sole option, choose not to repair or replace the Premises, and no liability shall accrue to Lessor. Should Lessor determine that the Premises are beyond reasonable repair, Lessee shall be relieved of any further duty to pay rent beyond the date the event occurs, and any rent paid by Lessee for any rent period falling after the date of such event shall be promptly returned to Lessee. Lessee shall, if feasible, remove all personal property from the Premises. If Lessor elects to repair the Premises: (i) this Lease shall continue in full force and effect, but the rent from the date of the event through the date of substantial completion of the repair shall be abated with regard to any portion of the Premises that Lessee is prevented from using by reason of such damage or its repair, and (ii) in no event shall Lessor be liable to Lessee by reason of any injury to or interference with Lessee's business or personal property, alterations, additions or improvements to the Premises arising from such event, or by reason of any repairs to the Premises necessitated by the event.
32. **COMPLIANCE WITH LAW.** The Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
33. **TIME.** Time is of the essence in this Lease except where specified.
34. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the Parties and no oral or written statement, promises, or inducements made by either Party or agent of either

Party that is not contained in this written Lease, or specifically referred to in a written agreement shall be valid or binding; and this agreement may not be enlarged, modified, or altered except in writing signed by the Parties and endorsed herein.

35. **RIGHTS/OBLIGATIONS OF PARTIES ONLY.** The terms of this Lease are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency, or organization.
36. **POLITICAL ACTIVITY.** The YCHS agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent used in the conduct of political activities in violation of Federal or State laws.
37. **CONFLICT OF INTEREST.** This Lease shall be subject to the Conflict-of-Interest provisions of Arizona Revised Statutes § 38-511, as amended.
38. **BOYCOTT OF ISRAEL.** Pursuant to A.R.S. § 35-393.01, Lessee certifies it is not engaged in a boycott of Israel as of the Effective Date of this Lease and agrees for the duration of this Lease to not engage in a boycott of Israel.
39. **NO PARTNERSHIP.** Nothing in this Lease constitutes a partnership or joint venture between the Parties, and neither Party is the principal or agent of the other.
40. **SEVERABILITY.** If any provision of this Lease is held invalid the remainder of the Lease shall not be affected thereby and all other parts of this Lease shall be in full force and effect.
41. **PROVISIONS REQUIRED BY LAW.** Each and every provision of law and any clause required by law to be in this Lease will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Lease will promptly be physically amended to make such insertion or correction.
42. **HEADINGS AND COUNTERPARTS.** The headings of this Lease are for purposes of reference only and shall not limit or define the meaning of any provision of this Lease. This Lease may be executed in two or more counterparts, each of which is an original and all of which together constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged are effective to bind a Party.

[Signatures on the next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2024.

CITY OF YUMA,
An Arizona Municipal Corporation

By: _____
John D. Simonton
City Administrator

YUMA COUNTY HISTORICAL SOCIETY

By: _____
Bruce Gwynn
President

ATTEST:

By: _____
Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

By: _____
Richard W. Files
City Attorney

EXHIBIT A
USE OF PREMISES & SERVICES PROVIDED

The Yuma County Historical Society (YCHS) shall utilize the Premises for programming, office, and retail activities consistent with and in furtherance of its non-profit status and mission as historically carried out in Yuma County, Arizona, as set forth in Exhibit. A.

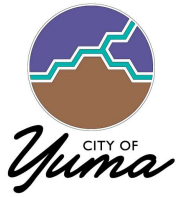
YCHS shall have the exclusive right to schedule and lease the use of the Building and Grounds to third parties for events, subject to the following:

- YCHS will operate daily, with responsibility for all operating, insurance (excluding property insurance), and maintenance costs of the Sanguinetti House Museum and Gardens, the Jack Mellon House, and the Molina Block.
- YCHS will operate the Premises, specifically the Sanguinetti House Museum and Gardens as a museum open to the public with regular operating hours; and shall assume responsibility for management of all programs, events, rentals, and services
- YCHS shall determine and set designated hours of operation for public museum exhibit space.
- YCHS shall provide public access to view exhibits, tour the courtyard, and make available the use of restrooms as needed. YCHS (or designees) will provide all public visitors quality accurate and friendly information, ensuring all visitors and guests have a positive cultural experience.
- YCHS has no obligation to allow access to the house outside of the designated set hours of operation unless previous arrangements have been made and verified with the AHS.
- YCHS will operate a portion of the Premises as a special event and/or venue that can be rented by the community.
- YCHS shall seek grants, state, and federal funding, as well as corporate sponsorships to improve the Sanguinetti House Museum and expand services and programming.
- YCHS will conduct annual fundraisers, like Redondo Days, to raise funds to support and enhance the Premises and its operations.
- YCHS will continue to employ at their expense, at least one employee to operate and manage the Premises.
- YCHS will maintain accurate financial records. YCHS shall maintain an accounting system which complies with generally accepted accounting principles, including, but not limited to, SOP 78-10, FASB 116, and 117 as issued by the American Institute of Certified Public Accountants (“ACIPA”), and with the AICPA Audit Guide for Non-Profit

Corporations and shall separately account for all funds provided by the City pursuant to this Agreement.

- YCHS shall provide the City with quarterly revenue and expense reports and an annual audit of all revenues and expenses associated with operating the Sanguinetti House Museum and Garden. Reports should be sent to City Administrator.
- On or before July 1st of each year this Agreement is in effect, provide the City with names and addresses of the officers or directors of YCHS, and a copy of the current YCHS bylaws, articles of incorporation and any amendments thereto. In the event of any change of officer and/or director, bylaws, or articles of incorporation, YCHS shall provide the City written notice of said change and, if applicable, a copy of any changed bylaws or articles of incorporation within thirty (30) days thereafter.
- YCHS shall seek the written approval of City Administration prior to any change in hours of operation, reduction in services, or admission fees.
- YCHS shall seek the written approval of City Administration prior to any changes being made to the building structure/Premises.
- YCHS shall present an annual report at a regularly scheduled City Council Worksession. The City Administrator may also require YCHS to provide a brief monthly statement or status report in a form set forth by the City.
- YCHS representatives will meet with City Administration and/or the City of Yuma Communications Team at least quarterly to discuss opportunities for collaboration and upcoming events and projects. For purposes of these meetings, the Deputy City Administrator will serve as the point-of-contact for YCHS.
- YCHS agrees to accept the Building Complex "as-is" with respect to available IT infrastructure and will be required to provide their own supporting technology and tools to include, but not limited to, computers, POS systems, phones, and internet.
- YCHS shall maintain insurance with appropriate liability coverage for all activities involving use of the Grounds or other portions of the Building and appropriate property coverage for YCHS' contents, fixtures, and appurtenances at the Premises.

Exhibit A can be amended administratively by mutual agreement of the Parties.



City of Yuma

City Council Report

File #: R2024-048

Agenda Date: 9/4/2024

Agenda #: 4.

| | | |
|---|---|--|
| <p>DEPARTMENT: Engineering</p> <p>DIVISION: Engineering</p> | <p>STRATEGIC OUTCOMES</p> <p><input type="checkbox"/> Safe & Prosperous</p> <p><input type="checkbox"/> Active & Appealing</p> <p><input checked="" type="checkbox"/> Respected & Responsible</p> <p><input checked="" type="checkbox"/> Connected & Engaged</p> <p><input type="checkbox"/> Unique & Creative</p> | <p>ACTION</p> <p><input type="checkbox"/> Motion</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Ordinance - Introduction</p> <p><input type="checkbox"/> Ordinance - Adoption</p> <p><input type="checkbox"/> Public Hearing</p> |
|---|---|--|

TITLE:
City of Yuma Title VI Implementation Plan 2025-2028

SUMMARY RECOMMENDATION:
Adopt the City of Yuma Title VI Implementation Plan.

STRATEGIC OUTCOME:
This policy document supports City Council's strategic outcomes of Respected and Responsible and Connected and Engaged to ensure the City of Yuma does not discriminate based on race, color or national origin and establishes mechanisms for identifying and addressing any such Title VI complaints. (Administration) (Jay Simonton)

REPORT:
The City Council of the City of Yuma is a strong supporter of non-discrimination. The attached policy and plan document titled, *City of Yuma Title VI Implementation Plan 2025-2028*, establishes a framework for identifying and addressing any complaint on the basis of race, color or national origin. The policy authorizes the City Administrator to appoint Title VI Coordinators to oversee and implement Title VI requirements. The duties of the Coordinators include conducting annual Title VI reviews and reports, process Title VI complaints, conduct Title VI training programs, and ensure that all City contracts contain required Title VI clauses.

Many of the documents such as the Notice and Complaint form are in both the English and Spanish languages, as the document carries a particular focus on speakers with limited English proficiency. The policy also establishes public outreach mechanisms for meetings on federally funded projects, contact information for appropriate City personnel, and the inclusion of the Plan, Notice, Complaint forms and additional information on the City's website.

FISCAL REQUIREMENTS:

| | | | |
|----------------|---------|-----------------------------|---------|
| CITY FUNDS: | \$ 0.00 | BUDGETED: | \$ 0.00 |
| STATE FUNDS: | \$ 0.00 | AVAILABLE TO TRANSFER: | \$ 0.00 |
| FEDERAL FUNDS: | \$ 0.00 | IN CONTINGENCY: | \$ 0.00 |
| OTHER SOURCES: | \$ 0.00 | FUNDING: ACCOUNT/FUND #/CIP | |
| | | | |

FISCAL IMPACT STATEMENT:

This action should have no impact on the City budget.

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

| | |
|--|---------------------|
| Acting City Administrator: John D. Simonton | Date: 08/27/2024 |
| Reviewed by City Attorney: Richard W. Files | Date: 08/26/2024 |

RESOLUTION NO. R2024-048

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, AUTHORIZING AND APPROVING THE CITY OF YUMA,
TITLE VI IMPLEMENTATION PLAN 2025-2028**

WHEREAS, the City of Yuma (City) desires to implement a Title VI program in accordance with the Civil Rights Act of 1964; and,

WHEREAS, the City Council of the City of Yuma considers discrimination on the basis of race, color, or national origin not only illegal, but reprehensible; and,

WHEREAS, the attached Title VI Implementation Plan will help ensure equal treatment for persons of all races, colors, and national origins.

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

SECTION 1: The Title VI Implementation Plan attached as Exhibit A and incorporated into this resolution by reference, is approved.

SECTION 2: The City Administrator is authorized and directed to execute and certify the Implementation Plan for and on behalf of the City.

SECTION 3: The Title VI Coordinators, who have been delegated their responsibilities and authority through the City Administrator, are authorized and directed to perform all acts necessary or desirable to give effect to this resolution and the attached City of Yuma, Title VI Implementation Plan 2025-2028.

Adopted this _____ day of September 2024.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

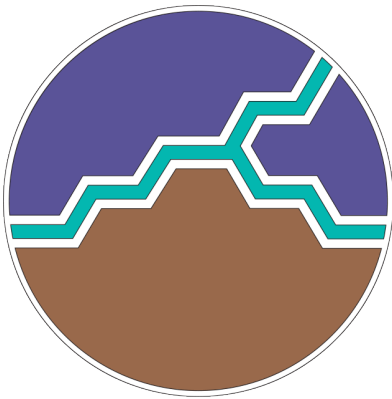
Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

CITY OF YUMA

*Title VI Implementation
Plan 2025-2028*



CITY OF
Yuma

Approved
September 4, 2024

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Introduction

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” (42 U.S.C. Section 2000d).

The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of Federal-aid recipients, sub-recipients, and contractors whether those programs and activities are federally funded or not.

During the Obama Administration, the Federal Transit Administration (“FTA”) placed renewed emphasis on Title VI issues, including providing meaningful access to persons with Limited English Proficiency (“LEP”).

Recipients of public transportation funding from FTA are required to develop policies, programs, and practices that ensure federal transit dollars are used in a manner that is nondiscriminatory as required under Title VI.

This document details how the City of Yuma incorporates nondiscrimination policies and practices in providing services to the public.

Overview of Services

In addition to other future transportation projects, the City of Yuma is developing a new Multi-Modal Transportation Center in Yuma County serving a countywide population of over 220,000 citizens, including workers, college students, military personnel, and travelers in an area bordering the Quechan Reservation, the Cocopah Reservation, Mexico and California. The Multi-Modal Transit Center will be developed in Yuma's historic downtown and serve as the primary regional transfer hub for all arriving and departing Amtrak and Greyhound passengers in the Yuma Region, and as Yuma County Area Transit's (YCAT) Downtown Transit Center for public transportation.

Title VI Policy Statement And Authorities

Title VI Policy Statement

This City of Yuma policy assures full compliance with Title VI of the Civil Rights act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI states that “no person shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination” under any City of Yuma sponsored program or activity, whether those programs and activities are federally funded or not. There is no distinction between the sources of funding.

The City of Yuma also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. Furthermore, the City of Yuma will take reasonable steps to provide meaningful access to services for persons with limited English proficiency.

When the City of Yuma distributes Federal-aid funds to another entity/person, the City of Yuma will ensure all subrecipients fully comply with the City of Yuma’s Title VI Nondiscrimination Program requirements. The City Administrator has delegated the authority to Yuma’s Title VI Coordinators, Madeline Coil and Monica Welch, to oversee and implement FTA Title VI requirements.

John D. Simonton
City Administrator

Authorities

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied benefits of, or otherwise subjected to discrimination under any program or activity receiving federal financial assistance (refer to 49 CFR Part 21). The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of the terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub recipients, and contractors, whether such programs and activities are federally assisted or not.

Additional authorities and citations include: Title VI of the Civil Rights Act of 1964 (42 U.S.C Section 2000d); Federal Transit Laws as amended (49 U.S.C. Chapter 53 et seq.); uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601, et seq.); Department of Justice regulation, 28 CFR part 42, Subpart F, “Coordination of Enforcement of Nondiscrimination in Federally-Assisted Programs” (December 1, 1976, unless otherwise noted); U.S. DOT regulation 49 CFR part 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964” (June 18, 1970, unless otherwise noted); Joint FTA/Federal Highway Administration (FHWA) regulation, 23 CFR part 771, “Environmental Impact and Related Procedures” (August 28, 1987); Joint FTA/FHWA regulation, 23 CFR part 450 and 49 CFR part 613, “Planning Assistance and Standards,” (October 28, 1993, unless otherwise noted); U.S. DOT Order 5610.2, “U.S. DOT Order on Environmental Justice to Address Environmental Justice in Minority Populations and Low-Income Populations,” (April 15, 1997); U.S. DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient Persons, (December 14, 2005), and Section 12 of FTA’s Master Agreement, FTA MA 13 (October 1, 2006).

Nondiscrimination Assurances

In accordance with 49 CFR Section 21.7(a), every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with DOT’s Title VI regulations.

As part of the Certifications and Assurances submitted to COG at the time of grant application and award, the City of Yuma submits a Nondiscrimination Assurance which addresses compliance with Title VI as well as nondiscrimination in hiring (“EEO”) and contracting (“DBE”), and nondiscrimination because of a disability (“ADA”).

In signing and submitting this Title VI Implementation Plan, the City of Yuma confirms Yuma’s governmental commitment to nondiscrimination and compliance with federal and state requirements including nondiscrimination in hiring, contracting and nondiscrimination because of a disability.

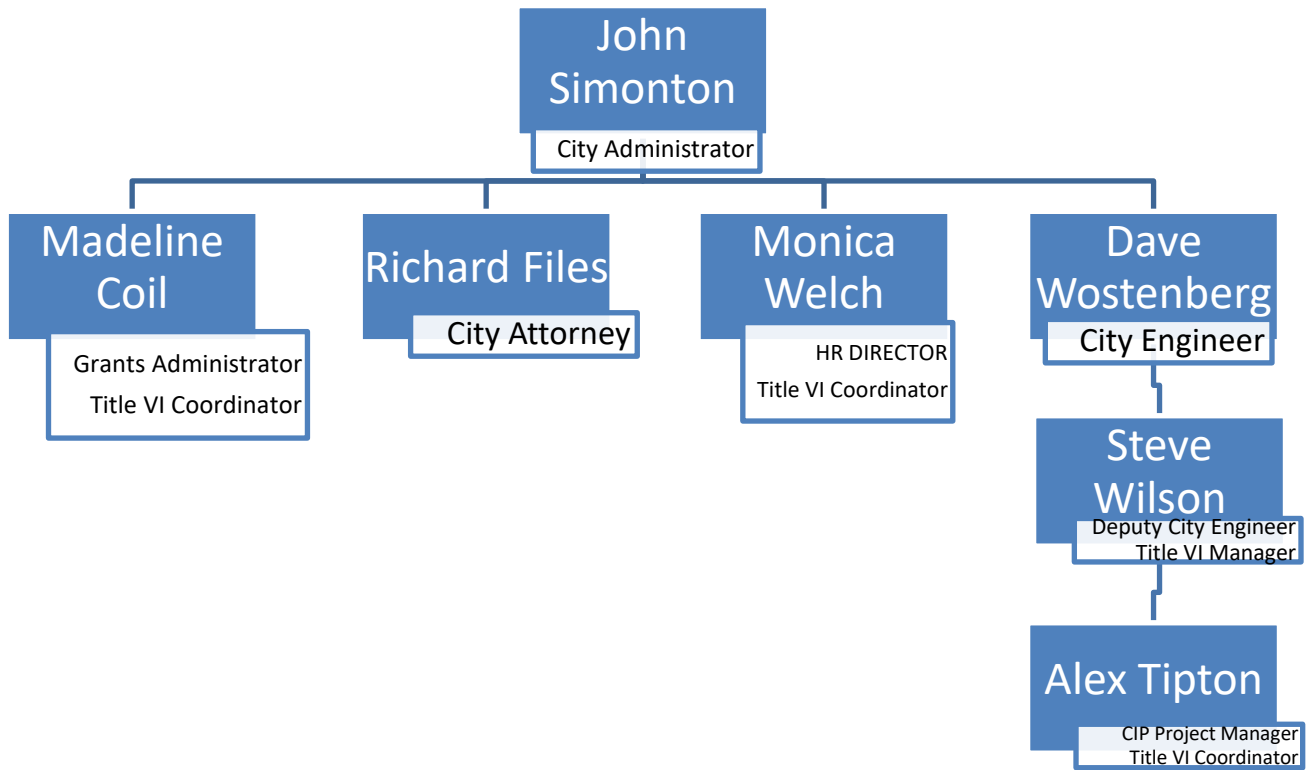
Certification

I hereby acknowledge the receipt of the City of Yuma Title VI Implementation Plan 2025-2028. I have reviewed the City Council approved Plan. The City of Yuma is committed to ensuring that no person is excluded from participation in or denied the benefits of City of Yuma transportation services on the basis of race, color, or national origin, as protected by Title VI according to FTA Circular 4702.1B, Title VI requirements and guidelines for Federal Transit Administration sub-recipients.

John D. Simonton
City Administrator
City of Yuma

Organization and Title VI Program Responsibilities

Under the authority of the City of Yuma, the Human Resources Director and the Grants Administrator will serve as the Title VI coordinators and be responsible for ensuring implementation of the City of Yuma's Title VI program. The specific areas of responsibility are described below.



Overall Organization for Title VI

The Title VI Coordinators and staff are responsible for coordinating the overall administration of the Title VI program, plan, and assurances, including complaint handling, data collection and reporting, annual review and updates, and internal education.

Title VI Coordinators Responsibilities

The Title VI Coordinators have authority for oversight of the Title VI program. This authority includes oversight in the development of plans, policies, procedures, and methods to promote equal opportunity for employees, the general public, and the community, and to eliminate discrimination by fostering a spirit of caring, collaboration and commitment through fair and transparent services. The Title VI Coordinators shall ensure that the City of Yuma remains in compliance with Title VI requirements.

The Title VI Coordinators are charged with implementing, monitoring, and ensuring compliance with Title VI regulations. Title VI responsibilities are as follows:

1. Process the disposition of Title VI complaints received.
2. Collect statistical data (race, color or national origin) of participants in and beneficiaries of City programs, (e.g., affected citizens, and impacted communities).
3. Conduct annual Title VI reviews to determine the effectiveness of program activities at all levels.
4. Conduct Title VI reviews of construction contractors, consultant contractors, suppliers, and other recipients of federal-aid fund contracts administered through the City.
5. Conduct training programs on Title VI and other related statutes for City of Yuma employees.
6. Prepare a yearly report of Title VI accomplishments and goals, as required.
7. Develop Title VI information for dissemination to the public and, where appropriate, in

languages other than English.

8. Identify and eliminate discrimination.

9. Establish procedures for promptly resolving deficiency status and writing the remedial action necessary, all within a period not to exceed 90 days.

General Title VI Responsibilities of the City of Yuma

The Title VI Coordinators are responsible for ensuring the elements of the plan are appropriately implemented and maintained, and for coordinating with those responsible for public outreach and involvement and service planning and delivery.

1. Data Collection

To ensure that Title VI reporting requirements are met, the City of Yuma will maintain:

- A database or log of Title VI complaints received that tracks the investigation of and response to each complaint.
- A log of the public outreach and involvement activities undertaken to ensure that minority and low-income people have meaningful access to these activities.

2. Annual Report and Updates

As a subrecipient of FTA funds, the City of Yuma is required to submit a log, as part of its Quarterly Report, that documents any Title VI complaints received during the preceding quarter and for each year. The City of Yuma will also maintain and provide, on an annual basis, the log of public outreach and involvement activities undertaken to ensure that minority and low-income individuals have meaningful access to these activities.

The City of Yuma will also submit updates to any of the following items subsequent to its previous submission, or a statement to the effect that these items have not been changed since the previous submission:

- A copy of any compliance review report for reviews conducted in the last three

(3) years, along with the purpose or reason for the review, the name of the organization that performed the review, a summary of findings and recommendations, and a report on the status or disposition of the findings and recommendations;

- Limited English Proficiency Plan (“LEP”) plan;
- Procedures for tracking and investigating Title VI complaints;
- A list of Title VI investigations, complaints or lawsuits filed with the City since the last submission; and
- A copy of the City’s notice to the public that it complies with Title VI and instructions on how to file a discrimination complaint.

3. Annual Review of Title VI Program

Each year the Title VI Coordinators will review Yuma’s Title VI program to ensure implementation of the Title VI plan. In addition, the Title VI Coordinators will review the City’s operational guidelines and publications, including those for contractors, to verify that Title VI language and provisions are incorporated, as appropriate.

4. Dissemination of Information Related to the Title VI Program

Information on the City of Yuma’s Title VI program will be disseminated to employees, contractors, and beneficiaries, as well as to the public, as described in the “public outreach and involvement” section of this document and according to federal and state laws/regulations. The Title VI program will be available in other languages when needed according to the LEP plan.

5. Resolution of Complaints

Any individual may exercise his or her right to file a complaint if that person believes that he, she or any other program beneficiaries have been subjected to unequal treatment or discrimination in the receipt of benefits/services. The City of Yuma will report the complaint in accordance with requirements, and make a concerted effort to resolve complaints locally

using the City's Title VI Complaint Procedures. All Title VI complaints and their resolution will be logged as described in Section 1, Data Collection, and reported in the Quarterly Report.

6. Written Policies and Procedures

The City of Yuma's Title VI policies and procedures are documented in this plan and its appendices and attachments. This plan will be updated periodically to incorporate changes and additional responsibilities that arise. During the course of the Annual Title VI Program Review (item 3 above), the Title VI Coordinators will determine whether or not an update is needed.

7. Internal Education

The City of Yuma's employees will receive training on Title VI policies and procedures upon hiring and upon promotion. This training will include requirements of Title VI, the City of Yuma's obligations under Title VI (LEP requirements included), and required data that must be gathered and maintained. In addition, training will be provided when any Title VI-related policies or procedures change (City-wide training), or when appropriate in resolving a complaint.

Title VI training is the responsibility of the Human Resources Director.

8. Title VI Clauses in Contracts

In all federal procurements requiring a written contract or Purchase Order (PO), the City of Yuma's contract/PO will include appropriate non-discrimination clauses. The Title VI Coordinators will work with the Procurement Manager who is responsible for procurement contracts and PO's to ensure appropriate non-discrimination clauses are included

General Reporting Requirements

Requirement to Provide a Title VI Public Notice

Title 49 CFR Section 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI. At a minimum, the City of Yuma shall disseminate this information to the public by:

- Posting a Title VI notice on the City of Yuma's website
- Posting a Title VI notice in public areas of the City of Yuma's Buildings and Offices

A copy of the City of Yuma's Title VI Notice to the Public in both English and Spanish and locations of postings is attached as **Appendix A**.

Title VI Complaint Procedures

These procedures provide guidance for all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA) as they relate to any program or activity that is administered by the City of Yuma, including consultants, contractors, and vendors. Intimidation or retaliation as a result of a complaint is prohibited by law. In addition to these procedures, complainants reserve the right to file a formal complaint with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to resolve complaints at the lowest possible level.

- (1) Any person who believes he and/or she has been discriminated against on the basis of race, color, national origin, or disability may file a Discrimination complaint by completing and submitting the City's Title VI Complaint Form.
- (2) Formal complaints must be filed within 180 calendar days of the last date of the alleged act of discrimination or the date when the alleged discrimination became known to the complainant(s), or where there has been a continuing course of conduct, the date on which the conduct was discontinued or the latest

instance of the conduct.

- (3) Complaints must be in writing and signed by the complainant(s) and must include the complainant(s) name, address, and phone number. The ADA/Title VI contact person will assist the complainant with documenting the issues if necessary.
- (4) Allegations received by fax or e-mail will be acknowledged and processed, once the identity of the complainant(s) and the intent to proceed with the complaint have been established. For this, the complainant is required to mail a signed, original copy of the fax or email transmittal for the complaint to be processed.
- (5) Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. A complaint form will be forwarded to the complainant for him/her to complete, sign and return for processing.
- (6) Once submitted the City of Yuma will review the complaint form to determine jurisdiction. All complaints will receive an acknowledgement letter informing her/him whether the complaint will be investigated by the City of Yuma or submitted to the State or Federal authority for guidance.
- (7) The City of Yuma will notify the ADOT Civil Rights Office of ALL Discrimination complaints within 72 hours via telephone at 602-712-8946; or email at civilrightsoffice@azdot.gov.
- (8) The City of Yuma has 10 days to investigate the complaint. If more information is needed to resolve the case, the Authority may contact the complainant. The complainant has 10 business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, the Authority can administratively

close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

- (9) After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Discrimination violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur.
- (10) A copy of either the closure letter or LOF must also be submitted to ADOT within 72 hours of that decision. Letters may be submitted by hardcopy or email.
- (11) A complainant dissatisfied with the City of Yuma's decision may file a complaint with the Arizona Department of Transportation (ADOT) or the Federal Transit Administration (FTA) offices of Civil Rights: **ADOT**: ATTN ADA/Title VI Program Coordinator 206 S. 17TH Ave MD 155A RM: 183 Phoenix AZ, 85007 **FTA**: Attention Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE Washington DC 20590
- (12) A copy of these procedures can be found online at: www.yumaaz.gov

A copy of the City of Yuma's **Title VI Complaint Form** is attached as **Appendix B**.

Título VI Procedimientos de Queja

Estos procedimientos proporcionan orientación para todas las quejas presentadas bajo el Título VI de la Ley de Derechos Civiles de 1964, la Sección 504 de la Ley de Rehabilitación de 1973 y la Ley de Estadounidenses con Discapacidades de 1990 (ADA) en lo que se refiere a cualquier programa o actividad administrada por la Ciudad de Yuma, incluidos consultores, contratistas y proveedores. La intimidación o las represalias como resultado de una queja están prohibidas por la ley. Además de estos predementias, los demandantes reservan el

derecho de presentar una queja formal ante otras agencias estatales o federales o de buscar un abogado privado para las quejas que alegan discriminación. Se hará todo lo posible para resolver las quejas al nivel más bajo posible.

- (1) Cualquier persona que crea que ha sido discriminada por motivos de raza, color, origen nacional o discapacidad puede presentar una queja por discriminación completando y enviando la Forma de queja del Título VI de la agencia.
- (2) Las quejas formales deben presentarse dentro de los 180 días calendario posteriores a la última fecha del presunto acto de discriminación o la fecha en que el (los) denunciante(s) tuvo conocimiento de la supuesta discriminación, o cuando ha habido un curso continuo de conducta, la fecha en que se interrumpió la conducta o la última instancia de la conducta.
- (3) Las quejas deben ser por escrito y firmadas por el (los) demandante(s) y deben incluir el nombre, la dirección y el número de teléfono del (los) demandante(s). La persona de contacto de la ADA/Título VI ayudará al demandante a documentar los problemas si es necesario.
- (4) Las reclamaciones recibidas por fax o correo electrónico serán reconocidas y procesadas, una vez que se haya establecido la identidad del denunciante o denunciantes y la intención de proceder con la queja. Para ello, el reclamante debe enviar por correo una copia original y firmada de la transmisión por fax o correo electrónico para que se procese la queja.
- (5) Las alegaciones recibidas por teléfono se reducirán a escrito y se proporcionarán al demandante para su confirmación o revisión antes de su procesamiento. Se enviará al reclamante un formulario de reclamación para que lo rellene, lo firme y lo devuelva para su tramitación.
- (6) Una vez presentado, la Ciudad de Yuma revisará la forma de queja para determinar la jurisdicción. Todas las quejas recibirán una carta de reconocimiento

en la que se le informará si la queja será investigada por la Ciudad de Yuma o presentada a la autoridad estatal o federal para obtener orientación.

- (7) La Ciudad de Yuma notificará a la Oficina de Derechos Civiles de ADOT de TODAS las quejas de discriminación dentro de las 72 horas por teléfono al 602-712-8946; o por correo electrónico a civilrightsoffice@azdot.gov.
- (8) La ciudad de Yuma tiene 10 días para investigar la queja. Si se necesita más información para resolver el caso, la Autoridad puede ponerse en contacto con el denunciante. El denunciante tiene 10 días hábiles a partir de la fecha de la carta para enviar la información solicitada al investigador asignado al caso. Si el denunciante no se pone en contacto con el investigador o no recibe la información adicional en un plazo de 10 días hábiles, la Autoridad puede cerrar administrativamente el caso. Un caso también puede cerrarse administrativamente si el demandante ya no desea continuar con su caso.
- (9) Después de que el investigador revise la queja, emitirá una de dos cartas al denunciante: una carta de cierre o una carta de determinación (LOF). Una carta de cierre resume las acusaciones y afirma que no hubo una violación de discriminación y que el caso se cerrará. Un LOF resume las acusaciones y las entrevistas con respecto al presunto incidente, y explica si se tomará alguna acción disciplinaria, capacitación adicional del miembro del personal u otra acción.
- (10) También se debe presentar una copia de la carta de cierre o de la LOF a ADOT dentro de las 72 horas posteriores a esa decisión. Las cartas pueden enviarse en papel o por correo electrónico.
- (11) Un demandante insatisfecho con la decisión de la Ciudad de Yuma puede presentar una queja ante el Departamento de Transporte de Arizona (ADOT) o las oficinas de Derechos Civiles de la Administración Federal de Tránsito (FTA): **ADOT**: ATTN ADA/Title VI Program Coordinator 206 S. 17TH Ave MD 155A RM: 183 Phoenix AZ, 85007 **FTA**: Attention Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE Washington DC 20590

- (12) Una copia de estos procedimientos se puede encontrar en línea en:
www.yumaaz.gov

Una copia de la **Forma de Queja por Discriminación** del Título VI de la Ciudad de Yuma en Inglés y en Español, se adjuntan como **Apendice B**.

Public Outreach and Involvement

Executive Order (E.O.) 12898 was issued to identify and address the effects of programs, policies and activities on minority and low-income populations. The City of Yuma is committed to fostering public participation in all aspects of planning and decision-making processes. The City of Yuma analyzes the effects of transportation and all its actions on minority and low-income populations with the goal of achieving environmental justice for all communities. The E.O identifies the federal agency and subrecipients responsibility to identify and address the impact of activities, programs, and policies on low-income and minority populations. The City of Yuma includes the public in developing transportation projects that fit the needs of their communities and doesn't sacrifice equity, safety, or environmental justice.

Steps for Public Inclusion

The City of Yuma uses specific public involvement measures to ensure that the minority and low-income populations are involved in transportation decisions. Additionally, the Department's Title VI Notice to the Public, Title VI Assurances, Title VI Program and Annual Report, Complaint Form, Contact Information, and ADA policy statement are available on the city webpage, at www.yumaaz.gov

- **Accessibility to Community:** The City of Yuma receives calls and utilize the "Click Fix" program on the city webpage from minority and low-income community residents requesting street, sidewalk, and streetlight maintenance information. Bilingual staff can respond to the questions in Spanish.
- **Outreach Techniques:** Information about all City of Yuma meetings will be added to the existing Public Meeting Calendar that is produced weekly and that is distributed to local newspapers as well as local radio stations in Yuma and is placed on City of Yuma's website. In addition, the agenda for the meetings will be

posted in on the website, www.yumaaz.gov, a minimum of twenty-four hours prior to the meetings.

A Copy of the Yuma Public Participation Plan is attached as **Appendix D**.

Limited English Proficiency Plan

LEP is a term that defines any individual not proficient in the use of the English language. The establishment and operation of an LEP program must meet the objectives set forth in the Title VI of the Civil Rights executive Order 13116, Improving Access to Services for Persons with Limited English Proficiency (LEP). This executive Order requires federal agencies receiving financial assistance to address the needs of non-English speaking persons. The Executive Order also establishes compliance standards to ensure that the programs and activities that are provided by a transportation provider in English are accessible to LEP communities. This includes providing meaningful access to individuals who are limited in their use of English. The following LEP language implementation plan, developed by the City of Yuma is based on FTA guidelines.

As required, the City of Yuma developed a written LEP Plan. Using 2010 and American Community Survey (ACS) Census data, The City of Yuma has evaluated data to determine the extent of need for translation services of its vital documents and materials.

LEP persons can be a significant market for public transit, and reaching out to these individuals can help increase their utilization of transit. Therefore, it also makes good business sense to translate vital information into languages that the larger LEP populations in the community can understand.

A copy of the City of Yuma's **Limited English Proficiency Plan** is attached as **Appendix E**.

Appendix A – Notice to the Public

Non Discrimination Notice to the Public

Notifying the Public of Rights Under Title VI and ADA City of Yuma

The City of Yuma operates its programs and services without regard to race, color, national origin or disability in accordance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA). Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Yuma.

For more information on the City of Yuma's civil rights program, and the procedures to file a complaint, contact Madeline Coil at (928)373-5000 ext 1011, email: or visit our administrative office at 1 City Plaza, Yuma, AZ 85364. For more information, visit www.yumaaz.gov.

A complainant may file a complaint directly with the Arizona Department of Transportation (ADOT) or the Federal Transit Administration (FTA) by filing a complaint directly with the corresponding offices of Civil Rights: **ADOT**: ATTN: Title VI Program Manager 206 S. 17TH Ave MD 155A RM: 183 Phoenix AZ, 85007 **FTA**: ATTN: Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE Washington DC 20590

If information is needed in another language, contact the City of Yuma (928)373-5000. Para información en Español llame: City of Yuma (928)373-5000

Non Discrimination Notice to the Public - Spanish

Aviso Público Sobre los Derechos Bajo el Título VI Y ADA City of Yuma

The City of Yuma (y sus subcontratistas, si cualquiera) asegura cumplir con el Título VI de la Ley de los Derechos Civiles de 1964, Sección 504 de la Ley de Rehabilitación de 1973 y La Ley de ciudadanos Americanos con Discapacidades de 1990 (ADA). El nivel y la calidad de servicios de transporte serán provehidos sin consideración a su raza, color, o pais de origen.

Para obtener más información sobre la City of Yuma programa de derechos civiles, y los procedimientos para presentar una queja, contacte **Madeline Coil at (928)373-5000 ext 1011**; o visite nuestra oficina administrativa en 1 City Plaza, Yuma, Az 85364 . Para obtener más información, visite www.yumaaz.gov.

El puede presentar una queja directamente con Arizona Department of Transportation (ADOT) o Federal Transit Administration (FTA) mediante la presentación de una queja directamente con las oficinas correspondientes de Civil Rights: ADOT: ATTN Title VI Program Manager 206 S. 17th Ave MD 155A Phoenix AZ, 85007 FTA: ATTN Title VI Program Coordinator, East Building, 5th Floor –TCR 1200 New Jersey Ave., SE Washington DC 20590

The above notices are posted in the following locations:

City Hall, 1 City Plaza., Yuma, AZ, 85364

*Public Works Department, 155 W. 14th Street, Yuma, AZ
85364*

City of Yuma website www.yumaaz.gov.

At a minimum the notices must be posted online and in the public areas of the City's/transit provider's office(s). These notices should also be posted at stations, stops, and on transit vehicles

Appendix B – Discrimination Complaint Form

Discrimination Complaint Form

| | | |
|---|--------------------------------------|-------------------------------------|
| Section I: | | |
| Name: | | |
| Address: | | |
| Telephone (Home): | Telephone (Work): | |
| Electronic Mail Address: | | |
| Accessible Format Requirements? | <input type="checkbox"/> Large Print | <input type="checkbox"/> Audio Tape |
| | <input type="checkbox"/> TDD | <input type="checkbox"/> Other |
| Section II: | | |
| Are you filing this complaint on your own behalf? | <input type="checkbox"/> Yes* | <input type="checkbox"/> No |
| <i>*If you answered "yes" to this question, go to Section III.</i> | | |
| If not, please supply the name and relationship of the person for whom you are complaining. | | |
| Please explain why you have filed for a third party: | | |
| Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Section III: | | |
| I believe the discrimination I experienced was based on (check all that apply): | | |
| <input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin <input type="checkbox"/> Disability | | |
| Date of Alleged Discrimination (Month, Day, Year): _____ | | |
| Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form. | | |
| _____ _____ _____ | | |
| Section VI: | | |
| Have you previously filed a Discrimination complaint with the City of Yuma? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If yes, please provide any reference information regarding your previous complaint.

Section V:

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

Yes No

If yes, check all that apply:

Federal Agency: _____

Federal Court: _____ State Agency: _____

State Court : _____ Local Agency: _____

Please provide information about a contact person at the agency/court where the complaint was filed.

Name: _____

Title: _____

Agency: _____

Address: _____

Telephone: _____

Section VI:

Name of entity complaint is against: _____

Name of person complaint is against: _____

Title: _____

Location: _____

Telephone Number (if available): _____

You may attach any written materials or other information that you think is relevant to your complaint. Your signature and date are required below.

Signature

Date

Please submit this form in person at the address below, or mail this form to:

Madeline Coil (Title VI Coordinator)

City of Yuma

One City Plaza

Yuma, AZ 85364

(928)373-5000 Ext. 1011

madeline.coil@yumaaz.gov

A copy of this form can be found online at www.yumaaz.gov

Forma de Queja por Discriminación

| | | |
|---|---------------------------------------|--------------------------------|
| Sección I: | | |
| Nombre: | | |
| Dirección: | | |
| Teléfono (Hogar): | | Teléfono (Trabajo): |
| Direcciones de correo electrónico: | | |
| Requisitos de formato accesible? | <input type="checkbox"/> Letra Grande | <input type="checkbox"/> Audio |
| | <input type="checkbox"/> TDD | <input type="checkbox"/> Otro |
| Sección II: | | |
| ¿Está presentando esta queja en su propio nombre? | <input type="checkbox"/> Sí* | <input type="checkbox"/> No |
| <i>*Si respondió "sí" a esta pregunta, vaya a la Sección III.</i> | | |
| De lo contrario, proporcione el nombre y la relación de la persona por la que esta reclamando. | | |
| Por favor, explique por qué ha presentado la solicitud para una tercera parte: | | |
| Por favor, confirme que ha obtenido el permiso de la parte agraviada si presenta la solicitud en nombre de una tercera parte. | <input type="checkbox"/> Sí | <input type="checkbox"/> No |
| Sección III: | | |
| Creo que la discriminación que experimenté se basó en (marque todo lo que corresponda): | | |
| <input type="checkbox"/> Raza <input type="checkbox"/> Color <input type="checkbox"/> Origen Nacional <input type="checkbox"/> Discapacidad | | |
| Fecha de la supuesta discriminación (mes, día, año): _____ | | |
| Explique lo más claramente posible lo que sucedió y por qué cree que fue discriminado. Describa a todas las personas que estuvieron involucradas. Incluya el nombre y la información de contacto de la(s) persona(s) que lo discriminó (si se conoce), así como los nombres y la información de contacto de los testigos. Si necesita más espacio, utilice el reverso de este formulario. | | |
| _____ _____ _____ | | |
| Sección VI: | | |
| ¿Ha presentado previamente una queja por discriminación ante esta ¿agencia? | <input type="checkbox"/> Sí | <input type="checkbox"/> No |

En caso afirmativo, proporcione cualquier información de referencia con respecto a su queja anterior.

Sección V:

¿Ha presentado esta demanda ante alguna otra agencia federal, estatal o local, o ante algún tribunal federal o estatal?

Si No

En caso afirmativo, marque todos los correspondientes

Agencia Federal: _____
 Tribunal Federal: _____ Agencia Estatal: _____
 Tribunal Estatal: _____ Local Agencia Local: _____

Sírvase proporcionar información sobre una persona de contacto en la agencia/tribunal donde se presentó la queja fue presentada.

Nombre:

Título:

Agencia:

Dirección:

Teléfono:

Sección VI:

Nombre de la agencia contra la que se presenta la queja:

Nombre de la persona contra la que se presenta la queja:

Título:

Lugar:

Teléfono (si está disponible):

Puede adjuntar cualquier material escrito u otra información que considere relevante para su queja. Su firma y fecha se requieren a continuación.

Firma

Fecha

Favor de entregar este formulario en persona a la dirección que se indica a continuación, o envíelo por correo a:

Madeline Coil (Coordinadora del Título VI) madeline.coil@yumaaz.gov

City of Yuma

One City Plaza

Yuma, AZ 85364

(928)373-5000 Ext. 1011

Una copia de este formulario se puede encontrar en línea en: www.yumaaz.gov

Appendix C – Investigations, Lawsuits and Complaints Document

Discrimination Investigations, Complaints, and Lawsuits

This form will be submitted annually. If no investigations, lawsuits, or complaints were filed, a blank form will be submitted.

| Description/Name | Date (Month, Day, Year) | Summary (include basis of complaint: race, color, national origin or disability) | Status | Action(s) Taken (Final findings?) |
|-----------------------|-------------------------|--|--------|-----------------------------------|
| Investigations | | | | |
| 1) | | | | |
| 2) | | | | |
| Lawsuits | | | | |
| 1) | | | | |
| 2) | | | | |
| Complaints | | | | |
| 1) | | | | |
| 2) | | | | |

City of Yuma has not had any ADA nor Title VI Discrimination complaints, investigations, or lawsuits.

Appendix D – Public Participation Plan

Meeting Venue

Ensure the selected meeting venue is ADA accessible. Considering most city facilities and public schools are ADA accessible, consider holding the meeting at one of these venues.

The department has a strong preference for holding meetings at venues that are free for us to use such as most schools, libraries, or community centers. The department will pay a nominal fee if no free venues are available or when the free location is distant from the project site and a low-cost alternative is closer.

If the meeting venue requires a self-insurance certificate, complete the following form: Liability Certificates of Insurance Request Form.

Meeting Format

Public Meeting with presentation & Question and Answer Period

Public Meeting with Presentation & Moderated Question & Answer Period

Open House

Workshop, Charette or another Format

Meeting Duration and Time

At a minimum, allow for a 60-minute window to ensure meeting attendees have adequate time to attend the meeting. Midweek evenings after 5:30 are generally best.

Meeting duration should be determined in consultation with the Project Manager.

Who to Notify

The City of Yuma has identified the following groups and individuals as those having potential interest in public input and participation opportunities:

- Neighborhood organizations;
- Homeowner associations;
- Chamber of Commerce and other business groups;
- Groups representing travel modes - transit, bicycle, pedestrian, freight;
- Advocacy groups for the disadvantaged and/or minority groups;
- Media – newspapers, television, radio;
- Governmental agencies;
- Educational Institutions (school districts, community colleges, private schools, State universities;
- Organizations or individuals who have been notified of public hearings for major projects, or organizations and individuals who have submitted written comments relating to public hearings for major projects, service changes and plans. These individuals and organizations would remain on the mailing list as long as the major project is under development.

Information Access

All planning and programming information of the City of Yuma is available for public review. The information can be viewed at City Hall, One City Plaza, Yuma, AZ 85364. Additional information will also be posted online at www.yumaaz.gov.

Outreach Techniques

Information about all City of Yuma meetings will be added to the existing Public Meeting Calendar that is produced weekly and that is distributed to local newspapers, as well as local radio stations, and is placed on the City of Yuma's website. In addition, the agenda for the meetings will be posted on the website, www.yumaaz.gov, a minimum of twenty-four hours prior to the meetings.

Press releases to area newspapers, television stations, and radio stations will also be used to notify citizens of upcoming activities of the City of Yuma.

The City of Yuma's website, www.yumaaz.gov, will be used to provide information about City of Yuma activities including information about the Federal Transit Administration (FTA) civil rights documents such as Title VI and others. City of Yuma representatives will be listed along with contact information.

Formal notices for public input meetings are published in the Yuma Sun.

INPUT MECHANISMS

City of Yuma accepts input and comments from the public through a variety of means:

a) City of Yuma's website at www.yumaaz.gov

b) By mail to One City Plaza, Yuma, AZ 85364.

c) By emailing to madeline.coil@yumaaz.gov.

Comment forms can also be obtained at www.yumaaz.gov, by calling 928- 373-5000 ext. 1011 to have one mailed, by emailing a request to madeline.coil@yumaaz.gov

The City of Yuma will consider and respond to all public input received during the planning and program development processes. If significant written or oral comments are received on FTA civil rights or plans, a summary, analysis, and report on the disposition of the comments will be made a part of the conclusion of the public participation process.

SCHEDULE

Notification and announcement of all upcoming public input meetings are made approximately 30 days in advance of the scheduled meeting through the methods described in the Outreach Techniques section of this plan. Legal notice of a scheduled public input meeting is published in the Yuma Sun approximately 30 days prior to the meeting.

Regularly scheduled public input meetings occur on an as needed basis based on specific subject matter such as the development of the Program of Projects, the Five Year Short Range Transit Plan, the Transportation Improvement Program, review of transit services, fares and operating perimeters and Federal Transit Administration (FTA) civil rights issues such as Title VI, Disadvantage Business Enterprise (DBE), Equal Opportunity Program (EEO) and Americans With Disabilities Act (ADA). Other public input meetings are held throughout the year, as necessary.

EVALUATION

The City of Yuma will review this Public Participation Plan periodically in order to monitor the effectiveness of the procedures outlined in this document. Following evaluation of the outputs and outcomes of the Public Participation Plan, the City of Yuma may revise these methods to incorporate new and innovative ways to involve the public in the transportation decision-making process.

Contact Information

City of Yuma

One City Plaza

Yuma, AZ 85364

Phone: (928) 373-5000

Website: <http://www.yumaaz.gov>

Appendix E – Limited English Proficiency Plan

LEP is a term that defines any individual not proficient in the use of the English language. The establishment and operation of an LEP program must meet the objectives set forth in Title VI of the Civil Rights Act and Executive Order 13116, Improving Access to Services for Persons with Limited English Proficiency (LEP). This Executive Order requires federal agencies receiving financial assistance to address the needs of non-English speaking persons. The Executive Order also establishes compliance standards to ensure that the programs and activities that are provided by a transportation provider in English are accessible to LEP communities. This includes providing meaningful access to individuals who are limited in their use of English. The following LEP language implementation plan, developed by the City of Yuma is based on FTA guidelines.

As required, the City of Yuma developed a written LEP Plan (below). Using 2020 and American Community Survey (ACS) Census data, the City of Yuma has evaluated data to determine the extent of need for translation services of its vital documents and materials.

LEP persons can be a significant market and reaching out to these individuals can help increase their utilization. Therefore, it also makes good business sense to translate vital information into languages that the larger LEP populations in the community can understand.

Assessment of Needs and Resources

The need and resources for LEP language assistance were determined through a four-factor analysis as recommended by FTA guidance.

Assessment of the Number and Proportion of LEP Persons Likely to be Served or Encountered in the Eligible Service Population

The City of Yuma has reviewed census data on the number of individuals in its service area that have limited English Proficiency, as well as the languages they speak.

U.S. Census Data – American Community Survey (2022)

Data from the U.S. Census Bureau’s American Community Survey (ACS) were obtained through www.census.gov for City of Yuma’s service area. The City of Yuma’s service area includes a total of 56% persons with Limited English Proficiency (those persons who indicated that they spoke English “not well,” and “not at all” in the 2022 ACS Census).

Information from the 2022 ACS also provides more detail on the specific languages that are spoken by those who report that they speak English less than very well. Languages spoken at home by those with LEP are presented below. These data indicate the extent to which translations into other language are needed to meet the needs of LEP persons.

- Spanish 54%
- Other Indo-European Languages 0.7%
- Asian and Pacific Island Languages 0.9%
- All Other Languages 0.5%

The City of Yuma is committed to providing information of construction projects in Spanish and/or other languages as requested to assure enhanced communication between the monolingual populations of the City of Yuma.

Reporting

At the end of every federal fiscal period, the City of Yuma will complete annual reports for submittal to the Federal Transit Authority. The reports will contain the following information

1. Major Changes to the Title VI program and Staffing
2. Current Organization Chart Containing the Title VI Manager and Coordinator
3. Listing of where the “Statement of Commitment” is displayed including

- public meetings
4. Complaint logs and investigation summaries, including sanctions posed against contractors and vendors
 5. Documentation of major program areas with which Title VI was evaluated and incorporated

Monitoring & Enforcement

The City of Yuma will employ the following monitoring and enforcement mechanisms to ensure compliance with Title VI Program requirements:

1. The City reserves the right to inspect all records of the contractor and subcontractor concerning any USDOT-assisted contracts.
2. The City of Yuma will bring to the attention of the USDOT Office of the Inspector General any false, fraudulent, or dishonest conduct in connection with the Title VI Program. If a firm uses, or attempts to use, false, fraudulent, or deceitful statements or representations to meet the Title VI requirement of the contract, the City reserves the right, under the provisions of Title VI Assurances, to report such actions to the USDOT or its designee. The USDOT or its designee may, at its discretion, initiate suspension, or debarment proceedings against the firm. The City of Yuma may also pursue all means available to address such unprofessional and unethical behavior.
3. The City will consider similar action under their own legal authorities, including responsibility determinations in future contracts. A listing of regulations, provisions, and contract remedies available to us in the event of non-compliance with the Title VI Assurances by a participant in procurement activities as follows:

Attempts to Evade Title VI Requirements – Any individual(s) or firm found to have knowingly engaged or participated in any direct or indirect attempt to evade the Title VI requirements may be declared ineligible for future contracts with the City that contain federal assistance. The individual(s) or firm may be held liable to the City for any forfeiture of funds or damages caused by delay in the award or

performance of the contract resulting from the firm's non-compliance.

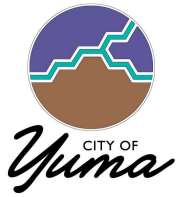
Safe Harbor Provision

The City of Yuma complies with the Safe Harbor Provision, as evidenced by the number of documents available in the Spanish language. With respect to Title VI information, the following shall be made available in Spanish:

- (1) Title VI Notice
- (2) Complaint Procedures
- (3) Complaint Form

In addition, we will conduct our marketing (including using translated materials) in a manner that reaches each LEP group. Vital Documents include the following:

- (1) Notices of free language assistance for persons with LEP
- (2) Notice of Non-Discrimination and Reasonable Accommodation
- (3) Outreach Materials
- (4) Public Hearings



City of Yuma

City Council Report

File #: O2024-028

Agenda Date: 9/4/2024

Agenda #: 1.

| DEPARTMENT: | STRATEGIC OUTCOMES | ACTION |
|---|--|--|
| Planning & Neighborhood Svc | <input type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input checked="" type="checkbox"/> Respected & Responsible | <input type="checkbox"/> Motion <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance - Introduction |
| DIVISION: Community Planning | <input type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative | <input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing |

TITLE:

Annexation Area No. ANEX-42924-2024: Irwin Trust

SUMMARY RECOMMENDATION:

Authorize annexation of property located in the vicinity of E. 28th Street and S. Rebecca Avenue. (ANEX-42924-2024). (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

The approval of this annexation will clarify jurisdiction for access to City resources and services. This annexation assists in furthering City Council's strategic outcome of Respected and Responsible.

REPORT:

The City of Yuma has initiated this annexation of two properties that are the subject of a Pre-annexation Development agreement adopted by the City Council on March 16, 2007 (R2007-15). The annexation area consists of two parcels of real property and the adjacent 28th Street right-of-way. The annexation area totals approximately 29.4 acres. The properties are owned by the Irwin Catherine H Trust dated 4-09-86 and the Irwin Testamentary Trust respectively. The annexation area is designated on the annexation map attached to the proposed ordinance.

In accordance with Arizona Revised Statutes § 9-471, a blank petition with a legal description and map of the area to be annexed was filed with the County Recorder on July 18, 2024. There was a 30-day waiting period after recording the map and petition with the County Recorder before signatures on the annexation petition could be obtained. During the waiting period, a public hearing for annexation ANEX-42924-2024 was held by the City Council on August 7, 2024, to comply with the state annexation law. All appropriate and necessary notice and posting requirements have been met.

After the 30-day waiting period and the public hearing, the following procedures were followed:

1. The signatures of the property owners were obtained such that at least one-half of the value of the real and personal property is represented and such that more than one-half of the parcel owners are represented. No modifications, including increases or decreases to the territory to be annexed, were made after the first property owners in the area signed the annexation petition.
2. Within one year after the last day of the 30-day waiting period, these completed petitions were received and recorded with the office of the Yuma County Recorder.

Following the recording of the completed petitions, an ordinance must be adopted by the City Council changing the City boundaries to include the annexation area.

The ordinance also identifies the zoning district to be placed on the property within the annexation area as Heavy Industrial (HI). This zoning designation matches the current County Zoning on the properties (HI-1) and is in conformance with the City of Yuma General Plan, which identifies the future land use of the property as Industrial.

FISCAL REQUIREMENTS:

| | | | |
|----------------|---------|-----------------------------|---------|
| CITY FUNDS: | \$ 0.00 | BUDGETED: | \$ 0.00 |
| STATE FUNDS: | \$ 0.00 | AVAILABLE TO TRANSFER: | \$ 0.00 |
| FEDERAL FUNDS: | \$ 0.00 | IN CONTINGENCY: | \$ 0.00 |
| OTHER SOURCES: | \$ 0.00 | FUNDING: ACCOUNT/FUND #/CIP | |
| TOTAL \$ 0.00 | | | |
| - | | | |
| | | | |

FISCAL IMPACT STATEMENT:

Not applicable

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

| | |
|--|---------------------|
| Acting City Administrator: John D. Simonton | Date: 08/26/2024 |
| Reviewed by City Attorney: Richard W. Files | Date: 08/26/2024 |

ANNEXATION PETITION ANEX-42924-2024
Irwin Trust Annexation

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF YUMA, ARIZONA:

We, the undersigned, owners of real and personal property, being the real property hereinafter described and all personal property that we may own in the area to be annexed, request the City of Yuma to annex our property, said property being located in a territory contiguous to the City of Yuma, Arizona, and being located within the following described area:

A portion of the Northeast Quarter of the Southwest Quarter of Section 6, Township 9 South, Range 22 West, of the Gila and Salt River Base and Meridian, Yuma County, Arizona, being more particularly described as follows;

Beginning at the West Quarter Corner of said Section 6, Township 9 South, Range 22 West,

Thence North 89°53'00" East along the East West Mid-Section line of said Section 6 a distance of 1311.50' feet to a point on the Northwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 6 also being the Northeast Corner of Lot 12 of the Curtis Industrial Park (Phase 1), Plat, Fee# 1998, Dated 2-10/1998, and the TRUE POINT OF BEGINNING;

Thence South 00°21'50" West along the West line of the Northeast Quarter of the Southwest Quarter of said Section 6 also being the East line of Lots 12-16 of said Curtis Industrial Park (Phase 1) Plat, a distance of 1321.20' feet to a point on the Southwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 6,

Thence North 89°47'40" East along the South line of the Northeast Quarter of the Southwest Quarter of said Section 6 also known as the North line of Lots 20-26 of said Curtis Industrial Park (Phase 1) Plat, a distance of 1317.76' feet to a point on the Southeast Corner of the Northeast Quarter of the Southwest Quarter of said Section 6,

Thence North 00°21'00" West along the North-South Mid-Section line of said Section 6 a distance of 659.54' feet to a point on the Northeast Corner of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 6,

Thence Westerly along the North line of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter a distance of 658.38± feet to a point on the Northwest Corner of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 6,

Thence Northerly along the West line of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 6 a distance of 660.02± feet to a point on the North line of the Northeast Quarter of the Southwest Quarter also known as the East-West Mid-Section line of said Section 6,

Thence Westerly along the East-West Mid-Section line of said Section 6 a distance of 657.61± feet to the Northwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 6 also known as the Northeast Corner of said Lot 12 of the Curtis Industrial Park (Phase 1) Plat and being the TRUE POINT OF BEGINNING.

Containing 1,280,228.40 Sq. Ft. or 29.39 acres more or less.

In addition to the above description, any and all county rights-of-way and roadways with no taxable value that are within or contiguous to the exterior boundaries of the proposed annexation are part of the territory proposed to be annexed and will be included in any ordinance of annexation adopted as a result of this petition.

The City Council may determine the exact boundary of said territory to be annexed; provided, however, that said annexation area lies wholly within the above described area, and provided further, that the provisions of Section 9-471, Arizona Revised Statutes, are fully observed and complied with.

| DATE | SIGNATURE | MAILING ADDRESS | PARCEL ID/ LEGAL DESCRIPTION |
|------|-----------|-----------------|---------------------------------|
| | | | |

(Legal description can be Lot/Block/Subdivision; Book/Map/Parcel; or Metes and Bounds)

Print Name of Signatory above: _____

Property Owner:

ORDINANCE NO. O2024-028

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, ANNEXING TO THE CITY OF YUMA, A PORTION OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 22 WEST OF THE GILA AND SALT RIVER BASE & MERIDIAN, YUMA COUNTY, ARIZONA, AND AMENDING CHAPTER 154 OF THE YUMA CITY CODE, AS AMENDED, DESIGNATING THE ZONING OF CERTAIN PROPERTY TO THE HEAVY INDUSTRIAL (HI) ZONING DISTRICT, AND AMENDING THE ZONING MAP TO CONFORM THERETO, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AS AMENDED

WHEREAS, a petition in writing (“Petition”), accompanied by a map or plot of said property, having been filed and presented to the Mayor and City Council of the City of Yuma, Arizona, signed by the owners of more than one-half in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Yuma in the event of annexation of the territory and land hereinafter described as shown by the last assessment of said property, which said territory is contiguous to the City of Yuma and not now embraced within its corporate limits, asking that the property more particularly hereinafter described be annexed to the City of Yuma, and to extend and increase the corporate limits of the City of Yuma so as to embrace the same; and,

WHEREAS, the Mayor and City Council of the City of Yuma, Arizona, are desirous of complying with the Petition and extending and increasing the corporate limits of the City of Yuma to include said territory; and,

WHEREAS, the Petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Yuma and had attached thereto at all times an accurate map of the territory desired to be annexed; and,

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after the Petition had been signed by any owner of real and personal property in such territory; and,

WHEREAS, the provisions of A.R.S. § 9-471, as amended, have been fully observed; and,

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of City Clerk of the City of Yuma, Arizona, together with a true and correct copy of the original Petition referred to herein, which is on file in the office of the Yuma County Recorder; and,

WHEREAS, upon annexation the initial designation for zoning of the property described in Section 2 shall be Heavy Industrial (HI) District, as provided for in A.R.S. § 9-471, and amendments thereto; and,

WHEREAS, the City Council has considered the probable impact on the cost to construct housing for sale or rent that may occur as a result of this rezoning, and finds that the recommendation complies with and conforms to the goals and objectives of the Yuma General Plan, as amended.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Yuma, as follows:

SECTION 1: That the following described territory be, and the same hereby is, annexed to the City of Yuma, and that the present corporate limits be, and the same hereby are, extended and increased to include the following described territory contiguous to the present City of Yuma corporate limits, to wit:

A portion of the Northeast Quarter of the Southwest Quarter of Section 6, Township 9 South, Range 22 West, of the Gila and Salt River Base and Meridian, Yuma County, Arizona, being more particularly described as follows;

Beginning at the West Quarter Corner of said Section 6, Township 9 South, Range 22 West,

Thence North 89°53'00" East along the East West Mid-Section line of said Section 6 a distance of 1311.50' feet to a point on the Northwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 6 also being the Northeast Corner of Lot 12 of the Curtis Industrial Park (Phase 1), Plat, Fee# 1998, Dated 2-10/1998, and the True Point of Beginning;

Thence South 00°21'50" West along the West line of the Northeast Quarter of the Southwest Quarter of said Section 6 also being the East line of Lots 12-16 of said Curtis Industrial Park (Phase 1) Plat, a distance of 1321.20' feet to a point on the Southwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 6,

Thence North 89°47'40" East along the South line of the Northeast Quarter of the Southwest Quarter of said Section 6 also known as the North line of Lots 20-26 of said Curtis Industrial Park (Phase 1) Plat, a distance of 1317.76' feet to a point on the Southeast Corner of the Northeast Quarter of the Southwest Quarter of said Section 6,

Thence North 00°21'00" West along the North-South Mid-Section line of said Section 6 a distance of 659.54' feet to a point on the Northeast Corner of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 6,

Thence Westerly along the North line of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter a distance of 658.38± feet to a point on the Northwest Corner of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 6,

Thence Northerly along the West line of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 6 a distance of 660.02± feet to a point on the North line of the Northeast Quarter of the Southwest Quarter also known as the East-West Mid-Section line of said Section 6,

Thence Westerly along the East-West Mid-Section line of said Section 6 a distance of 657.61± feet to the Northwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 6 also known as the Northeast Corner of said Lot 12 of the Curtis Industrial Park (Phase 1) Plat and being the True Point of Beginning.

Containing 1,280,228.40 Sq. Ft. or 29.39 acres more or less.

SECTION 2: That, pursuant to the provisions of §9-471(L), Arizona Revised Statutes, upon this Ordinance becoming final under the provisions of §9-471(D), Arizona Revised Statutes, the municipal zoning designation for the territory described in Section 1, shall be the Heavy Industrial (HI) District of the City of Yuma Zoning Ordinance.

SECTION 3: That a copy of this ordinance, together with the attached map of the territory hereby annexed to the City of Yuma, certified by the Mayor of the City of Yuma, be forthwith filed and recorded in the office of the County Recorder of Yuma County, Arizona.

Adopted this _____ day of _____, 2024.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:



Richard W. Files
City Attorney



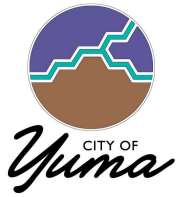
**Annexation Map Produced
Pursuant to A.R.S. §9-471**

NOT TO SCALE
COMMUNITY PLANNING AND
NEIGHBORHOOD SERVICES GIS

**City of Yuma, Arizona Annexation
Area No. ANEX-042924-2024**

-  City of Yuma
-  Annexation Area

The City of Yuma shall maintain the rights-of-way and roadways that are within the annexation boundaries. Yuma County shall maintain the rights-of-way and roadways that are contiguous to and outside the annexation boundaries.



City of Yuma

City Council Report

File #: R2024-046

Agenda Date: 9/4/2024

Agenda #: 1.

| DEPARTMENT: | STRATEGIC OUTCOMES | ACTION |
|---|--|--|
| City Attorney | <input checked="" type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input type="checkbox"/> Respected & Responsible | <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction |
| DIVISION: Administration | <input type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative | <input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing |

TITLE:

Industrial Development Authority Hospital Revenue Bonds Series 2024A

SUMMARY RECOMMENDATION:

Approve the Issuance of Hospital Revenue Bonds, Series 2024A (Yuma Regional Medical Center) by the Industrial Development Authority (IDA) of the City of Yuma, Arizona and declare an emergency. (City Attorney) (Richard W. Files)

STRATEGIC OUTCOME:

Authorizing the issuance of these bonds helps ensure that Yuma remains a Safe and Prosperous City in accordance with City Council's desired strategic outcome.

REPORT:

At a special meeting of the Industrial Development Authority (IDA) on August 21, 2024, the IDA approved a not to exceed \$310,000,000.00 bond issue for Yuma Regional Medical Center (YRMC) for (i) financing (including by reimbursing expenditures made for such purposes) and/or refinancing the acquisition, construction, improvement and/or equipping of projects at certain health facilities of the Medical Center in the City of Yuma, Arizona and the City of San Luis, Arizona; (ii) refund all or a portion of the IDA's Hospital Revenue Bonds (Yuma Regional Medical Center), Series 2014A (the "Prior Bonds") the proceeds of which bonds were loaned to the Medical Center to finance and/or refinance the acquisition, construction, improvement and/or equipping of projects at certain health facilities of the Medical Center in the City of Yuma, Arizona; (iii) fund certain capitalized interest; (iv) fund a debt service reserve if determined by the Medical Center to be beneficial; and (v) pay costs of issuance relating to the YRMC Bonds (collectively, the "Project").

City Council approval of bonds issued by the IDA, including the Series 2024A bonds, is required by state law. Pursuant to statute, the bonds are not, and will never become, the obligation of the City of Yuma. Neither the IDA nor the City of Yuma will bear any responsibility for repayment of the bonds, and no liability will accrue to either entity in the event of non-payment or other default of YRMC.

Closing on the 2024 bond issue is scheduled after City Council adoption of this Resolution which includes an emergency clause. Adoption with an emergency clause will make the Resolution effective immediately and requires an affirmative vote of at least five (5) of seven (7) City Councilmembers.

FISCAL REQUIREMENTS:

| | | | |
|--|---------|-----------------------------|---------|
| CITY FUNDS: | \$ 0.00 | BUDGETED: | \$ 0.00 |
| STATE FUNDS: | \$ 0.00 | AVAILABLE TO TRANSFER: | \$ 0.00 |
| FEDERAL FUNDS: | \$ 0.00 | IN CONTINGENCY: | \$ 0.00 |
| OTHER SOURCES: | \$ 0.00 | FUNDING: ACCOUNT/FUND #/CIP | |
| TOTAL \$ 0.00 | | | |
| - | | | |
| To total; right click number & choose "Update Field" | | | |

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

1. IDA Resolution adopted August 21, 2024
2. Bond Indenture
3. Loan Agreement
4. Bond Purchase Agreement

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

| | |
|--|---------------------|
| Acting City Administrator: John D. Simonton | Date: 08/27/2024 |
| Reviewed by City Attorney: Richard W. Files | Date: 08/26/2024 |

RESOLUTION NO. R2024-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, APPROVING THE ISSUANCE OF HOSPITAL REVENUE BONDS (YUMA REGIONAL MEDICAL CENTER), SERIES 2024A, OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF YUMA, ARIZONA; AND DECLARING AN EMERGENCY

WHEREAS, the City Council of the City of Yuma, Arizona (the “City Council”) approved the incorporation of The Industrial Development Authority of the City of Yuma, Arizona (the “Issuer”); and,

WHEREAS, the Issuer has approved and proposes to issue its Hospital Revenue Bonds (Yuma Regional Medical Center), Series 2024A, in the aggregate principal amount of not to exceed \$310,000,000 (the “YRMC Bonds”) in accordance with and pursuant to Title 35, Chapter 5, Arizona Revised Statutes, as amended (the “Act”), to make a loan to Yuma Regional Medical Center (the “Medical Center”), an Arizona nonprofit corporation, for the purposes of: (1) financing (including by reimbursing expenditures made for such purposes) and/or refinancing the acquisition, construction, improvement and/or equipping of projects at certain health facilities of the Medical Center in the City of Yuma, Arizona and the City of San Luis, Arizona; (ii) refund all or a portion of the Issuer’s Hospital Revenue Bonds (Yuma Regional Medical Center), Series 2014A (the “Prior Bonds”) the proceeds of which bonds were loaned to the Medical Center to finance and/or refinance the acquisition, construction, improvement and/or equipping of projects at certain health facilities of the Medical Center in the City of Yuma, Arizona; (iii) fund certain capitalized interest; (iv) fund a debt service reserve if determined by the Medical Center to be beneficial; and (v) pay costs of issuance relating to the YRMC Bonds (collectively, the “Project”); and,

WHEREAS, Section 35-721(B) of the Act requires approval of the YRMC Bonds by the City Council; and,

WHEREAS, the YRMC Bonds shall be limited obligations of the Issuer, with the principal and purchase price of, premium, if any, and interest on the YRMC Bonds being payable by the Issuer solely out of the loan payments by the Medical Center under the loan agreements and the other assets pledged therefor under the bond indentures relating to the YRMC Bonds, and the YRMC Bonds shall not constitute an indebtedness of the State of Arizona, the Issuer or the City within the meaning of any Arizona constitutional provision or statutory limitation, or give rise to a pecuniary liability of the State of Arizona, the Issuer or the City, and pursuant to Section 35-742 of the Act, the City shall not in any event be liable for the payment of the principal of or interest on the YRMC Bonds; and,

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that the City Council approve issuance of the YRMC Bonds after a public hearing following public notice (the “Notice”) published in advance of said hearing; and,

WHEREAS, a public hearing was held on August 21, 2024, with respect to the aforementioned financing, following public notice published at least 7 days in advance of said hearing, a copy

of such Notice is attached hereto as Exhibit A; and,

WHEREAS, the Issuer has heretofore delivered to this City Council the Issuer’s Bond Resolutions and forms of the bond documents (listed on Exhibit B hereto) pursuant to which the YRMC Bonds are to be issued and sold and information regarding the Project and the Prior Bonds to be refunded from a portion of the proceeds of the YRMC Bonds and the City Council deems it appropriate to approve the issuance of the YRMC Bonds by the Issuer.

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

SECTION 1: That the City Council hereby approves the issuance of the YRMC Bonds in an aggregate principal amount not to exceed \$310,000,000 by the Issuer, as provided in the bond documents of the Issuer, as presented at this meeting and on file with the Issuer’s counsel and the City Clerk (which documents may be revised in accordance with the Issuer’s Bond Resolution), in accordance with the requirements of the Act and of Section 147(f) of the Code, in an aggregate principal amount not to exceed \$310,000,000.

SECTION 2: That the various, requisite City officers and employees are authorized and directed to take all actions necessary to effectuate the purposes of this Resolution.

SECTION 3: That all resolutions or ordinances, or parts thereof, which contemplate the same subject matter as this Resolution and which are in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 4: That the immediate operation of this Resolution is necessary for the preservation of the peace, health and safety of the City of Yuma for the reason that the YRMC Bonds authorized herein must be sold immediately to secure the best, available economic terms therefor; an emergency is, therefore, declared to exist, and this Resolution is enacted as an emergency and shall be in full force and effect immediately upon its passage by the City Council, as required by law, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona and the Charter of the City of Yuma.

ADOPTED by the City Council of the City of Yuma, Arizona, this 4th day of September, 2024.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED

APPROVED AS TO FORM:

By: _____
Lynda L. Bushong
City Clerk

Richard W. Files
City Attorney

EXHIBIT A

Copy of Notice of Public Hearing

NOTICE OF SPECIAL MEETING

A SPECIAL MEETING OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF YUMA, ARIZONA WILL BE HELD AT **1:00 P.M., WEDNESDAY, AUGUST 21, 2024**, IN **CITY HALL CONFERENCE ROOM #141**, CITY OF YUMA OFFICES, ONE CITY PLAZA, YUMA, ARIZONA, TO DISCUSS, CONSIDER AND/OR TAKE ACTION WITH RESPECT TO THE TOPICS LISTED BELOW.

AGENDA:

1. CALL TO ORDER – PANCRAZI
2. APPROVAL OF MINUTES OF THE REGULAR MEETING OF JULY 16, 2024 – PANCRAZI
3. APPROVAL OF MINUTES OF THE SPECIAL MEETING OF AUGUST 14, 2024 – PANCRAZI
4. DISCUSSION AND ACTION FOR ADOPTION OF A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF YUMA, ARIZONA, AUTHORIZING THE ISSUANCE AND SALE OF ITS HOSPITAL REVENUE BONDS (YUMA REGIONAL MEDICAL CENTER), SERIES 2024, IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$310,000,000 FOR THE PURPOSE OF MAKING A LOAN TO YUMA REGIONAL MEDICAL CENTER TO PAY COSTS OF A “PROJECT” WITHIN THE MEANING OF TITLE 35, CHAPTER 5, ARIZONA REVISED STATUTES, AND TO REFUND THE AUTHORITY’S SERIES 2014A BONDS ISSUED FOR THE BENEFIT OF YUMA REGIONAL MEDICAL CENTER; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY BY THE AUTHORITY OF ONE OR MORE BOND INDENTURES, LOAN AGREEMENTS AND PURCHASE AGREEMENTS FOR ONE OR MORE SERIES OF SERIES 2024 BONDS AND OF CERTAIN OTHER DOCUMENTS RELATING TO ISSUANCE OF THE SERIES 2024 BONDS; AUTHORIZING USE OF ONE OR MORE OFFICIAL STATEMENTS FOR THE SERIES 2024 BONDS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY FOR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND RELATED MATTERS - WHITE

The Board of Directors may vote to go into executive session during the noticed meeting concerning any of the agenda items mentioned above. If authorized by the requisite vote of the Directors, the executive session will be held immediately after the vote and will not be open to the public. The executive session, if held, will be at the same meeting location set forth above. The discussion may relate to personnel, public records, confidential legal advice or counsel, litigation, real estate or other matters permitted pursuant to A.R.S. §§ 38-431.03(A)(1)-(7). The

President or other presiding officer shall instruct the persons present at the executive session regarding the confidentiality requirements of the Open Meeting Laws.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of Yuma does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in, its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services, contact: ADA/Section 504 Coordinator, City of Yuma Human Resources Division, One City Plaza, P. O. Box 13012, Yuma, AZ 85366-3012; (928) 373-5125 or TTY (928) 373-5149.

EXHIBIT B

**The Industrial Development Authority
of the City of Yuma, Arizona
Hospital Revenue Bonds
(Yuma Regional Medical Center)
Series 2024A**

1. Preliminary Bond Resolution of the Issuer adopted on August 14, 2024 and the Final Bond Resolution of the Issuer adopted on August 21, 2024, authorizing issuance of the YRMC Bonds.
2. Bond Indenture, between the Issuer and Zions Bancorporation, National Association, as bond trustee thereunder.
3. Loan Agreement, between the Issuer and the Medical Center.
4. Bond Purchase Agreement, between BofA Securities, Inc., on behalf of itself and as representative of Raymond James & Associates, Inc., Cain Brothers, a division of KeyBanc Capital Markets Inc. and J.P. Morgan Securities LLC as underwriters and the Issuer and approved by the Medical Center.