



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 06/06/2023

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

Arizona Housing Coalition, Inc.

***Project Title/Description:**

Bolstering Supportive Housing Now; High Impact Rural Supports & Statewide Capacity Buildings

***Purpose:**

Pima County Community Workforce Development (CWD) and the Department of Justice Services (DJS), deemed as subrecipients, were jointly awarded a \$300,000.00 grant from the Arizona Housing Coalition to sustain various strategies and programs to end chronic homelessness. CWD will utilize the funding to support the Emergency Eviction Legal Services (EELS) Emergency Housing program, which employs intensive case management and supportive services to provide sustainable solutions and a resource for recently evicted individuals and families to bridge the gap to stable housing. DJS will utilize the funding to support and expand the impact of County Accessibility Linkage Lines (CALL) and County Accessibility Rideshare Service (CARS). In partnership with justice system partners, these programs provide a free cell phone with 3-months of service and taxi rides to individuals with justice involvement. Additionally, DJS funding will be used to provide transitional housing provisions.

***Procurement Method:**

Not Applicable.

***Program Goals/Predicted Outcomes:**

The partnership of CWD and DJS will serve those in Pima County experiencing homelessness by offering transitional programs with client-power-driven sustainable components. DJS efforts aim to reduce recidivism, coordinate reentry for jail releases, and provide transitional housing through partnerships and evidence-based practices. CWD will provide emergency housing, legal services and other resources to individuals and families facing eviction. Through the various DJS programs, over 385 people are expected to be served. EELS Emergency Housing program has served 250 households, 90% of which have exited to positive destinations, and anticipates serving a similar number of individuals under this grant.

***Public Benefit:**

Pima County residents will benefit from this grant award by having access to sustainable eviction diversion programs, transitional housing, and services to help support the successful resolution of their criminal justice proceedings. EELS will continue to partner with local Justice Courts and Constables to identify households for whom eviction is imminent. CARS and CALL allow the individual the opportunity to maintain communication with probation/pretrial officers, increase attendance at court-appointed meetings, and access treatment centers.

***Metrics Available to Measure Performance:**

Grantor will monitor the project and performance through bi-monthly reports.

***Retroactive:**

Yes, to April 30, 2023. Subrecipient Agreement negotiations with the grantor extended beyond initiation date. No expenditures will be made until after Board approval. If not accepted, Pima County will not be able to utilize the funds for the above programs.

6.M.I. approves
5/18/23 (RM)

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
Expense Amount \$ _____ * Revenue Amount: \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense Revenue Increase Decrease

Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: GTAW Department Code: JS Grant Number (i.e., 15-123): 23*129

Commencement Date: 4/30/2023 Termination Date: 12/31/2024 Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ 300,000.00

*All Funding Source(s) required: US Department of Treasury (ARPA Funds) pass through Arizona Housing Coalition

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?
Funds are being passed through to County from AZ Housing Coalition

Contact: McKenzie Derfus

Department: Justice Services

Telephone: 520-724-9933

Department Director Signature: [Signature]

Date: 5/10/23

Deputy County Administrator Signature: [Signature]

Date: 5/18/2023

County Administrator Signature: _____

Date: 5/18/2023

SUB-RECIPIENT AGREEMENT

This Sub-Recipient Agreement ("**Agreement**") is by and between the **ARIZONA HOUSING COALITION, INC.**, an Arizona non-profit corporation located at 1495 E. Osborn Road, Phoenix, Arizona 85014 ("**AHC**") and **PIMA COUNTY**, a body politic and corporate of the State of Arizona located at 201 N. Stone, Tucson AZ 85701 ("**Sub-Recipient**") and is dated April 30, 2023 (the "**Effective Date**").

RECITALS

WHEREAS, AHC has been awarded funds by the Arizona Department of Housing ("**ADOH**") pursuant to the Funding Agreement between AHC and ADOH dated September 29, 2022, in connection with the performance of the scope of work thereto (**Exhibit A**) (collectively the "**Funding Agreement**");

WHEREAS, Sub-Recipient has agreed to participate in the performance of the services and projects set forth in the Funding Agreement and this Agreement and commits to perform such work in a manner consistent with and subject to the terms and conditions of the Funding Agreement and this Agreement;

WHEREAS, AHC desires to make Coronavirus State and Local Fiscal Recovery Funds (31 C.F.R. Part 35), Assistance Listing Number 21.027, available to Sub-Recipient for the purchase of goods and/or performance of services (collectively the "**Work**") described in **Exhibit B** hereto (the "**Scope of Work**") subject to Sub-Recipient's continued compliance with the terms of this Agreement and the Funding Agreement;

WHEREAS, Sub-Recipient desires to complete the Work described in **Exhibit B** hereto on Schedule of Completion and Bimonthly Progress Report set forth in **Exhibit C**;

THEREFORE, AHC and Sub-Recipient agree as follows:

AGREEMENT

. **Incorporation of Funding Agreement.** All terms, provisions, agreements, obligations, requirements, attachments, exhibits, and referenced laws and agreements associated with the Funding Agreement are incorporated into this Agreement by this reference. Sub-Recipient agrees, with respect to the Work authorized hereunder, to perform and comply with each of the terms, requirements, deadlines, and obligations of the "Recipient" of the Funding Agreement as if Sub-Recipient were the Recipient thereunder. All obligations imposed by the Funding Agreement shall with respect to the Work be fulfilled by Sub-Recipient. If any term of this Agreement is inconsistent with a term or obligation of the Funding Agreement, the parties hereto agree that they intend for the obligations imposed to be consistent with those imposed by the Funding Agreement. A copy of the Funding Agreement is attached hereto as **Exhibit A**.

. **Scope of Work.**

(a) AHC hereby engages Sub-Recipient as an independent awardee to perform the Work, as more particularly detailed in the Scope of Work, as the same may be amended from time to time, and Sub-Recipient agrees to perform the Work upon the terms and conditions stated therein, herein, and in the Funding Agreement. Sub-Recipient accepts such engagement and covenants that Sub-Recipient will devote and will cause its employees to devote the requisite efforts, knowledge, and skill to the performance

of the Work and such additional services as may be mutually agreed upon by AHC and Sub-Recipient and to comply with all applicable obligations, commitments, and deadlines.

(b) Sub-Recipient agrees to utilize all funds made available under this Agreement only for the purpose of performing the Work.

(c) Sub-Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Request for Payment that is attached as **Exhibit D**.

(d) Sub-Recipient agrees to make progress with the Work in accordance with the Performance Report attached hereto as **Exhibit E** hereby incorporated into this Agreement.

(e) The Scope of Work may only be amended in a writing executed by an authorized representative of AHC and Sub-Recipient. To the extent that such changes cause the scheduled timeline to be extended, Sub-Recipient must submit a written request for a contract amendment to AHC with a revised Schedule of Completion attached. Contract amendment requests must be received by AHC a minimum of forty-five (45) days prior to the Termination Date set forth therein.

Schedule of Completion. Failure of Sub-Recipient to make progress according to the Schedule of Completion, attached hereto as **Exhibit C** may result in contract termination, de-obligation of funds, or recapture of funds. Sub-Recipient agrees to meet with AHC at the site in which the funded activity is taking place to discuss progress and allow AHC to provide technical assistance if:

(a) Sub-Recipient fails to begin work on an environmental review, if required, within sixty calendar days from the Effective Date;

(b) Sub-Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the Effective Date.

(c) AHC will terminate any Agreement and recapture funds from the same Agreement if Sub-Recipient does not commence any of the activities described in the Scope of Work or fails to expend any funds in accordance with the Budget within 180 calendar days of the Effective Date of this Agreement. AHC may, in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement and/or terminate this Agreement for cause.

4. **Funding and Budget.**

(a) **Budget.** Availability of funding under this Agreement is contingent on final review and approval of the Budget by AHC and ADOH. Sub-Recipient must obtain written approval from AHC and ADOH to move funds from one Budget activity line item to another. Sub-Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within thirty (30) days of drawdown) to cover subsequent requests for reimbursement and must return such funds to AHC within thirty (30) days of receipt. Sub-Recipient must also return any interest that is earned on funds that are drawn down and not expended for eligible costs within thirty (30) days of drawdown. Sub-Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Sub-Recipient.

(b) **Reimbursement and Advancement of Funds.** AHC agrees to reimburse or advance to Sub-Recipient authorized expenditures for eligible costs in the Budget that have been approved by AHC beginning on April 30, 2023. If the commencement date is before the effective date of this agreement, the parties will, for all purposes, deem the agreement to have been in effect as of the commencement date. Sub-Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved outlined in 2 CFR 200 as applicable; 24 CFR Parts 44,92 and 570 as applicable; and 10 CFR 440 and 600 as applicable. Sub-Recipient must provide all documentation required by the U.S. Department of Treasury for the Expenditure Category selected by Sub-Recipient in their American Rescue Plan Act (ARPA) application. Guidance for requirements may be found in SLFRF Compliance and Reporting Guidance Update 5.0 final (treasury.gov).

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

(d) **Deadline to Incur Expenses or Seek Reimbursement.** Sub-Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to the expiration of this Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by AHC in writing, expenditures not requested within the thirty (30) day period after the expiration of this Agreement shall be disallowed.

5. **Term.** Subject to the provisions, terms, and conditions of this Agreement, the Scope of Work shall start as of the Effective Date of April 30, 2023 and continue through the termination date set forth in **Exhibit A** hereto (the "**Termination Date**") (the "**Term**") provided that the Term may be extended, at AHC's sole discretion, to cover any additional time during which Sub-Recipient remains in control of any funds or other assets covered by this Agreement or any Work remains uncompleted. Any such extension of the Term will be documented in writing by AHC. Upon termination of this Agreement, for any reason, or upon the expiration of its Term, Sub-Recipient shall immediately surrender, upon request, to AHC all documents, whether finished or unfinished, data, studies, reports, records, and any other written or computerized documents or materials prepared by or on behalf of Sub-Recipient in performing the Work under this Agreement.

6. **Recoupment, De-Obligation, Recapture, and Repayment of Funds.**

(a) **Definitions.** For purposes of this section, the following definitions shall apply:

(i) "**Funds Recouped by Sub-Recipient**" means funds initially provided to Sub-Recipient under this Agreement and any matching contributions that are recouped by Sub-Recipient when: (1) the funds provided under this Agreement or matching contributions or the proceeds of funds provided (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability

required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Sub-Recipient are subject to all the requirements of Program Income described below with the exception that Sub-Recipient shall not use Funds Recouped by Sub-Recipient for administrative purposes. For this reason, Sub-Recipient must separately account for all Funds Recouped by Sub-Recipient.

(ii) **"Interest"** means any compensation paid or to be paid for the use or deposit of the funds provided to Sub-Recipient under this Agreement.

(iii) **"Program Income"** means gross income received by Sub-Recipient directly generated from the use of funds provided pursuant to this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Sub-Recipient with funds provided under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Sub-Recipient, that was constructed or improved with funds provided under this Agreement, less costs incidental to generation of the income; (9) if the funds provided under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

(b) **Use of Program Income and Funds Recouped by Sub-Recipient.** Sub-Recipient is not authorized to retain and reuse Program Income, Funds Recouped by Sub-Recipient, or accrued Interest as described in the following paragraph(s) except as authorized by AHC through a written agreement.

(c) **Return of Funds.** Sub-Recipient must return all Program Income, Funds Recouped by Sub-Recipient, and Interest to AHC for repayment to ADOH within sixty (60) days of receipt. Sub-Recipient must remit to AHC for repayment to ADOH any Program Income, Funds Recouped by Sub-Recipient, or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Sub-Recipient within sixty (60) days of receipt by Sub-Recipient.

(d) **De-obligation.** AHC may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Sub-Recipient

has completed performance under the Scope of Work without using all of the funds provided under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) the original allocation was a loan and Sub-recipient paid the loan; (4) Sub-Recipient, with the consent of AHC, canceled or changed an activity required under the Scope of Work for reasons other than non-performance; or (5) Sub-Recipient receives Program Income that has not been included in the Budget or set forth in the Scope of Work; and (6) this Agreement has otherwise been terminated. AHC or ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Sub-Recipient.

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

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

7. **Reversion of Assets.** Upon expiration or termination of this Agreement, Sub-Recipient shall transfer to AHC for repayment to ADOH any unexpended funds advanced to Sub-Recipient under this Agreement. Upon expiration or termination of this Agreement, any property under Sub-Recipient's control that was acquired or improved in whole or in part with SFRF is subject to the reversion of asset requirements contained in 2 CFR Part 200.

8. **Compliance with Laws.** Sub-Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations, and other requirements including, but not limited to, 31 CFR Part 35 as revised; terms and conditions of the State Fiscal Recovery Funds, and applicable state law, all of which are specifically incorporated herein. Also incorporated into this Agreement as the Special Conditions of the Funding Agreement attached thereto as Attachment E.

9. **Reporting.** Sub-Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by AHC or ADOH. Sub-Recipient shall also provide to AHC and/or ADOH any additional written information requested by AHC or ADOH in a timely manner and within reasonable deadlines set by ADOH or AHC. Sub-Recipient must submit Bimonthly Progress Reports in the form set forth on **Exhibit C** (the "**Bimonthly Progress Report(s)**"). The Bimonthly Progress Reports must be submitted to AHC on the 15th of every other month starting on the May 15, 2023. Each Bimonthly Progress Report will provide information regarding the preceding two (2) months (i.e. a January report covers the months of November and December). Failure to submit timely

Bimonthly Progress Reports will result in the suspension of payment reimbursement requests until such reports are brought current.

10. **Termination of Agreement.**

(a) **For Cause by AHC.** AHC may terminate this Agreement in whole or in part at any time whenever it determines that Sub-Recipient has failed to comply with the terms and obligations hereunder including, but not limited to the Scope of Work, Schedule of Completion, and/or Budget. If AHC so determines, it shall notify Sub-Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If AHC terminates this Agreement pursuant to this Section, AHC shall recapture all funds allocated to Sub-Recipient under this Agreement pursuant to Section 6(e) hereof and obtain repayment of funds expended pursuant to Section 6(f) hereof for repayment to ADOH.

(b) **For Convenience by AHC or Sub-Recipient.** AHC or Sub-Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If AHC so determines, it shall notify Sub-Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Sub-Recipient so determines, it shall notify AHC in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If AHC terminates this Agreement pursuant to this Section, AHC shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Sub-Recipient under this Agreement pursuant to Section 6 hereof for repayment to ADOH.

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

12. **Enforcement.**

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

- (i) Temporarily withhold cash payments pending correction of the deficiency by Sub-Recipient;
- (ii) deny use of funds for all or part of the cost of the activity or action not in compliance;
- (iii) Wholly or partly suspend or terminate the award evidenced by this Agreement;
- (iv) Withhold further awards for Sub-Recipient's Scope of Work evidenced by this Agreement;

(v) Recapture funds and terminate this Agreement; or

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

(b) **Effects of suspension and termination.** Costs incurred by Sub-Recipient resulting from obligations incurred by Sub-Recipient during a suspension or after termination shall be the responsibility of Sub-Recipient.

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

13. **Availability of Funding.**

(a) The parties expressly recognize that the funds payable to Sub-Recipient pursuant to this Agreement are provided to AHC by ADOH who in turn received such funds from the federal government. Nothing herein shall be construed as obligating AHC to use its general operating funds or ADOH to use state general appropriation funds for payment of any debt or liability arising hereunder.

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

14. **Choice of Law and Venue.** This Agreement shall be governed and interpreted by the laws of the State of Arizona. All disputes arising under this agreement shall be governed by and interpreted in accordance with the laws of Arizona, without regard to principles of conflict of laws. The parties to this agreement will submit all disputes arising under this agreement to arbitration in Phoenix, Arizona before a single arbitrator of the American Arbitration Association ("AAA"). The arbitrator shall be selected by application of the rules of the AAA, or by mutual agreement of the parties, except that such arbitrator shall be an attorney admitted to practice law in Arizona with no less than ten (10) years of experience. No party to this agreement will challenge the jurisdiction or venue provisions as provided in this section. Nothing contained herein shall prevent the party from obtaining an injunction.

15. **Indemnification.** Sub-Recipient shall indemnify, defend, and save harmless AHC, ADOH, the State of Arizona and their respective agents, directors, officers, officials and employees (the "**Indemnified Parties**") from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the Indemnified Parties on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Sub-

Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Sub-Recipient or its subcontractors or claims under similar such laws or obligations. Sub-Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of AHC, ADOH, the State of Arizona, or its employees.

16. **Non-Discrimination.**

(a) Sub-Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Sub-Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Sub-Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Sub-Recipient shall comply with all of the other requirements of Executive Order 2009-09.

(b) Sub-Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Sub-Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Sub-Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Sub-Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

17. **Third-Party Antitrust Violations.** Sub-Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Sub-Recipient toward fulfillment of this Agreement.

18. **Compliance Requirements for A.R.S. § 41-4401-Immigration Laws and E-Verify Requirement**

(a) Sub-Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That

subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

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

(c) AHC and ADOH retain the right to inspect the papers of any employee who works on this Agreement to ensure that Sub-Recipient is complying with the warranty under Section 18(a) above.

19. **Insurance.**

(a) **Required Coverages.** During the term of this Agreement, Sub-Recipient shall purchase and maintain in full force the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by AHC and ADOH and licensed in the State of Arizona with policies and forms satisfactory to AHC and ADOH.

Parties acknowledge that Sub-Recipient is self-insured and that a combination of self-insurance and excess insurance is acceptable to meet the insurance requirements below.

(i) **Commercial General Liability.** Sub-Recipient shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Sub-Recipient's operations and products and completed operations.

(ii) **Automobile Liability.** Sub-Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Sub-Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Sub-Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

(iii) **Worker's Compensation.** Sub-Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Sub-Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not

less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit. In case any work is subcontracted, Sub-Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Sub-Recipient.

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

(c) **Notice of Cancellation, Non-Renewal, or Material Change.** All certifications of insurance must provide for a thirty (30) day notice to AHC and ADOH of cancellation, non-renewal, or material change. Proof of insurance from Sub-Recipient shall be provided to AHC and ADOH prior to execution of this Agreement and periodic certifications must be furnished at the request of the AHC or the ADOH Program Specialist.

(d) **Primary Insurance.** Sub-Recipient's insurance shall be primary insurance with respect to AHC, ADOH, the State of Arizona and their respective representatives, agents, officers, directors, employees, volunteers, and officials. Any insurance or self-insurance maintained by AHC or ADOH shall not contribute to it.

(e) **Claims Reporting.** Sub-Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect AHC or ADOH.

(f) **No Subrogation.** The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against AHC, ADOH, and their respective agents, representatives, directors, officers, and employees for any claims arising out of Sub-Recipient's acts, errors, mistakes, omissions, work, or service.

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

(h) **Evidence of Required Coverages and Policies.** AHC reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. AHC shall not be obligated, however, to review such policies or endorsements or to advise Sub-Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Sub-Recipient from, or be deemed a waiver of AHC's right to insist on, strict fulfillment of Sub-Recipient's obligations under this Agreement. Prior to commencing work or services under this Agreement, Sub-Recipient shall furnish AHC with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Sub-Recipient's insurer(s), as evidence that

policies providing the required coverage, conditions, and limits required by this Agreement are in full force and effect.

(i) **Additional Insureds.** If Sub-Recipient is self-insured, Sub Recipient, to the fullest extent permitted by law, will defend and indemnify the above-named additional insureds with respect to and in the same manner that Sub-Recipient would have been required to pursuant to this section had Sub-Recipient obtained such insurance policies.

(j) **Specific Requirements of Claims Made Policies.** If any insurance policy(s) required by this Agreement is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Sub-Recipient's work or services and as evidenced by annual Certificates of Insurance.

(k) **Cancellation or Expiration of Policies.** If a policy does expire during the life of this Agreement, a renewal certificate must be sent to AHC no less than 30 days prior to the expiration date. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to AHC.

20. **Intellectual Property Rights.**

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

(b) **Rights in Data.** AHC and/or ADOH may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

21. **Written Certification Under A.R.S. § 35-393.01.** As applicable, if the Sub-Recipient engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of \$100,000 or more, then Sub-Recipient certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

22. **A.R.S. § 1-501 Relating to Federal Programs.** Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

23. **Registration with Social Serve.** For new construction or rehabilitation of rental projects, Sub-Recipient agrees to register the project with socialserve.com or a successor thereto and keep the project listed with socialserve.com or that successor for the time period required by ADOH.

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

25. **Photographs.** For new construction and rehabilitation projects, Sub-Recipient is required to provide to AHC before and after photographs of the project in digital or film format.

26. **Counterparts.** This Agreement may be signed in multiple counterparts with the same effect as if all signatories had executed the same instrument.

27. **Entire Agreement.** This Agreement and the attachments hereto form the entire agreement between the parties and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits, or attachments.

28. **Notice.** All notices or other communications contemplated by this Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person or (b) deposited in the United States mail or private express mail, postage prepaid addressed as follows:

Arizona Housing Coalition

Attn: _____

1495 E. Osborn Road

Phoenix, AZ 85014

Sub-Recipient

Organization Name: Pima County

Attn: McKenzie Derfus

Address: 201 N Stone, Fl 2

City/State/Zip: Tucson, AZ 85701

29. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither party hereto may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

30. **Cancellation for Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE

AGREED to effective as of the Effective Date by the following, each of which is duly authorized to bind the parties hereto:

ARIZONA HOUSING COALITION, an Arizona nonprofit corporation

Board Chair
1495 E. Osborn Road
Phoenix, AZ 85014

PIMA COUNTY

Chair, Board of Supervisors

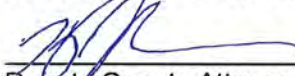
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney


Kyle Johnson

Print DCA Name

05/10/2023

Date

APPROVED AS TO CONTENT

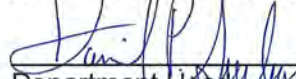


Kate Vesely, Justice Services
Department Head

May 10, 2023

Date

APPROVED AS TO CONTENT



Dan Sullivan, Community &
Workforce Development
Department Head

May 10, 2023

Date

EXHIBITS

EXHIBIT A
ARIZONA DEPARTMENT OF HOUSING
FUNDING AGREEMENT

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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**FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING**

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**FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING**

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- C **Budget**
- D **Request for Payment Form**
- E **Special Conditions of the Agreement**
- F **Certification and Other Requirements Relating to Title I or Title II Assistance**
- G **Authorizing Resolution(s)**
- H **Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)**

AGREEMENT NO. 419-22
TERMINATION DATE 10/31/2024

**FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
ARIZONA HOUSING COALITION
FOR
BOLSTERING SUPPORTIVE HOUSING NOW; HIGH IMPACT RURAL SUPPORTS &
STATEWIDE CAPACITY BUILDINGS**

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH")**, located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

- Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").
- Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").
- A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").
- A.R.S. § 41-3957 (State Housing Program Fund) ("**HPF**").
- The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").
- Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").
- Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("**NHTF**").
- Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").
- Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

- Southwest Gas Corporation, Weatherization Assistance Program ("SWG WAP").
- State Fiscal Recovery Funds ("SFRF").

and

Bolstering Supportive Housing Now; High Impact Rural Supports; & Statewide Capacity
Building
(Entity)

A New York Non-Profit ("Recipient") DUNS #076663504, located at

1495 E Osborn Road
Street
Phoenix, AZ 85014
City State Zip

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

Section 1. FUNDS PROVIDED

ADOH agrees to provide up to, \$XXXX in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

- CDBG, CFDA # 14.228**
Federal Fiscal Year _____
\$ _____
- HOME, CFDA # 14.239**
Federal Fiscal Year _____
\$ _____
- HTF**
State Fiscal Year _____
\$ _____
- HPF**
State Fiscal Year _____
\$ _____
- HOPWA, CFDA # 14.241**
Federal Fiscal Year _____
\$ _____

- COC, CFDA # 14.267**
Federal Fiscal Year _____
\$ _____
- NHTF, CFDA # 14.275**
Federal Fiscal Year _____
\$ _____
- DOE WAP, CFDA # 81.042**
Federal Fiscal Year _____
\$ _____
- LIHEAP WAP, CFDA # 93.568**
Federal Fiscal Year _____
\$ _____
- SWG WAP**
State Fiscal Year _____
\$ _____
- SFRF**
State Fiscal Year 2021
\$XXXX

Section 2. OTHER FUNDS

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

Section 3. ACCEPTANCE OF FUNDS

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

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until **12/31/2024** unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

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

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

- CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook*; and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.
- HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; and (6) the *State Housing Fund Program Summary and Application Guide*.
- HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.
- HPF** funds require adherence to the *Special Needs Housing Manual* as revised.
- COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.
- HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual*.
- NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) *State of Arizona Qualified Allocation Plan*; and (5) *National Housing Trust Fund Allocation Plan*.
- DOE WAP** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State*

Plan); (3) *Health and Safety Plan (HSD Plan)*; (4) *the Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan*.

LIHEAP WAP funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) *the Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) *the Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan*.

SWG WAP funds require adherence to the following provisions: (1) *the Arizona Weatherization Assistance Program State Plan (State Plan)*; (2) *Health and Safety Plan (HSD Plan)*; (3) *the Arizona Weatherization Policies and Procedures Handbook*; (4) *Arizona Weatherization Assistance Program Field Guide*; (5) *Standard Work Specifications*; and (6) *WAP Memorandum 15-10 Quality Management Plan*.

SFRF funds require adherence to the following provisions: (1) 31 CFR Part 35 as revised; terms and conditions of the State Fiscal Recovery Funds such that the following costs shall be paid to the Recipient for the protection of homeless individuals, homeless families, victims of domestic violence, transitional individuals and transitional families in the time of the COVID-19 crisis through costs specifically outlined in the Scope of Work described in Section 6 below.

Section 6. SCOPE OF WORK

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

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

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

- (a) The purpose of the project changes;
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- (d) The beneficiary of any activity changes;

- (e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes; and
- (g) Any other changes that involve program requirements.

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

Section 7. REPORTS

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

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

- HOME, NHTF, HTF** funded rental development projects (“Rental Projects”) or **HPF** funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).
- HOME, HTF and CDBG** non-rental projects (“HOME, HTF and CDBG Non-Rental Projects”). Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
- COC** funded assistance for persons who are homeless (“Homeless Projects”). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.

- HOPWA** funded rental assistance and services (“HOPWA Projects”). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.
- DOE WAP, LIHEAP WAP and SWG WAP** funded projects (“Weatherization Projects”). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).
- SFRF** projects (“SFRF Projects”). Recipient must submit *Bimonthly Progress Reports* attached hereto as Attachment B1 and Attachment B2. The Bimonthly Progress Reports must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Failure to submit timely Bimonthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

7.2 Contract Closeout—Completion Reports and Post-Funding Audits.

Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

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

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

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed. The completion report must demonstrate how much of their funding will be allocated to services to disproportionately impacted communities.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be

received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

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

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

- Rental Projects funded with HOME or HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- Homeless Projects funded with HTF, HPF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- Weatherization.** Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the Scope of Work with no

extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

- SFRF Projects.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

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

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

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

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

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

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

WEATHERIZATION Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

SFRF Projects. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within thirty (30) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within forty-five (45) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within thirty (30) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

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

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

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

Section 11. APPLICATION AND OTHER PRE-AWARD COSTS

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

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

Section 12. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP, SFRF and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C for eligible costs incurred beginning March 3, 2021. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable. Recipient must provide all documentation required by the U.S. Department of Treasury for the Expenditure Category selected by Recipient in their American Rescue Plan Act (ARPA) application. Guidance for requirement may be found at [SLFRF Compliance and Reporting Guidance Update 2.1 final \(treasury.gov\)](#).

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

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

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

Section 13. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

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

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

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

“Program Income” means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

13.2 Use of Program Income and Funds Recouped by Recipient.

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

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within ninety (90) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within ninety (90) days of receipt by Recipient.

Section 14. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

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

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

14.3 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative

terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 15. REVERSION OF ASSETS

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

15.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

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

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

15.5 Real Property Acquired or Improved with State Fiscal Recovery Funds. Upon expiration of this Agreement, any property under Recipient's control that was acquired or improved in whole or in part with SFRF is subject to the reversion of asset requirements contained in 2 CFR Part 200.

Section 16. DEPARTMENT OF HOUSING RESPONSIBILITIES

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

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

Section 17. SUBCONTRACTING

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

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

Section 18. FAILURE TO MAKE PROGRESS

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

- (a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

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

Section 19. TERMINATION FOR CAUSE

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

Section 20. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 21. ENFORCEMENT

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

- (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
- (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;

- (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
- (e) Recapture funds and terminate contract;
- (f) Withhold future ADOH grant awards from all sources; or
- (g) Take other remedies that may be legally available.

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

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

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

Section 22. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 23. RECORDS RETENTION

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

- CDBG funded projects only:** All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

- WEATHERIZATION projects only:** All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

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

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

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

Section 24. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

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

Section 25. AVAILABILITY OF FUNDS

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

Section 26. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this

Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 27. INDEMNIFICATION

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

Section 28. FEDERAL GOVERNMENT LIABILITY

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

Section 29. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 30. AUDIT EXCEPTIONS

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

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

Section 31. UNALLOWABLE USE OF FUNDS

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

Section 32. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

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

Section 33. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

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

Section 34. IDENTIFICATION OF DOCUMENTS

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

Section 35. COPYRIGHT

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

Section 36. RIGHTS IN DATA

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

Section 37. FUNDING CONDITIONS

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

Section 38. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based

and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 39. THIRD PARTY ANTITRUST VIOLATIONS

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

Section 40. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

- (a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”)
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.
- (c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient’s subcontractor is complying with the warranty under paragraph (a).

Section 41. INSURANCE

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

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

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

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

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

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

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

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

42.1 Required Coverage

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

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third

party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

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

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

42.2 Certificates of Insurance

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

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

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

42.3 Cancellation and Expiration Notice

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

Section 42. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 43. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

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

Arizona Housing Coalition
Entity
Joan Serviss, Executive Director
Attention (if applicable)
1495 E. Osborn Road
Mailing Address
Phoenix, AZ 85014
City State Zip

Section 44. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions. The parties agree that Recipient shall not be required to register the project with socialserve.com, but Recipient shall require that any of its sub-recipients involved in new construction or rehabilitation of rental projects register their projects with socialserve.com.

Section 45. ADOH SIGNAGE

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

Section 46. PHOTOGRAPHS

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

Section 47. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 48. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.

If the [Recipient] engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of \$100,000 or more, then the [Recipient] certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

Section 49. A.R.S. § 1-501 RELATING TO FEDERAL PROGRAMS

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

Section 50. COUNTERPART

This Agreement may be signed in multiple counterparts with the same effect as if all signatories had executed the same instrument. If counterpart originals are deposited into escrow for recording, the escrow agent may insert and substitute signature and notary pages, as needed, to create a single recordable original agreement.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

**THE STATE OF ARIZONA,
ARIZONA DEPARTMENT OF HOUSING**

BY: 

Thomas M. Simplot, Director
or Cindy Stotler, Deputy Director
or Ruby Dhillon-Williams, Assistant Deputy
Director/Housing & Community Development

DATE: 9/29/2022

**ARIZONA HOUSING COALITION
RECIPIENT**

BY: 

Joan Serviss
Executive Director

DATE: 9/27/2022

ATTACHMENT A

SCOPE OF WORK

Bolstering Supportive Housing Now: (Performance: 500 Households Served)

Arizona Housing Coalition proposes to use funds available to finance sheltering support and operating solutions such as hotels, motels, dormitories, or other forms of non-congregate sheltering best practices that have resulted from our sector's COVID-19 response. These funds will be used for housing support services and rental assistance when braided with mainstream resources in an effort to bridge sustainability. The funds will also be used to create Flexible Housing Subsidy Pools (FHSPs) to help subsidize housing and provide flexible assistance to overcome financial barriers to housing that can expedite solutions to homelessness. FHSPs often provide households experiencing homelessness with some combination of:

- Housing subsidies for permanent housing;
- Intensive case management services;
- Move-in and utility assistance (such as security deposits, moving costs/truck rental, furniture, utility deposits or arrearages, housing application fees, etc.);
- Housing stabilization supports such as grocery store gift cards or food at move-in; initial household goods such as linens, cookware, cleaning supplies, or small appliances; or specialized services to help with daily living such as cleaning services, ADA necessities (such as household or shower handles), etc.; and/or

High-Impact Rural Supports - (Performance: 200 Households Served):

Release an RFI targeting Local Coalitions to End Homelessness and others to identify high impact opportunities to decongregate shelters, increase housing options, and enhance support services available to people experiencing homelessness in rural Arizona.

Geographic-specific RFPs to be issued to regions based on the RFI. Eligible activities will include case management, life skills, employment, legal supports, treatment, rent/rent assistance, housing related costs, and other support service activities.

Statewide Capacity Building - (Performance: 40 Organizations Served)

Arizona Housing Coalition proposes the remaining dollars to fund capacity and technical assistance to support the professionals in the field with the skills, resources, staffing support, and capacity to succeed in caring for individuals who don't have a home to 'shelter in place'. Through a competitive grant process, the Arizona Housing Coalition will consider funding requests to strengthen individual agency's response to addressing homelessness including: direct service staff retention and recruitment strategies, technical assistance in applying for existing and future federal and state coronavirus relief resources, data and

systems integration staffing, and strategies to ensure an equitable COVID-19 delivery of care (example: examining policies to remove barriers to shelter and housing).

ATTACHMENT B

SCHEDULE OF COMPLETION AND PERFORMANCE REPORTS

Replace the page with actual Schedule of Completion and Performance Reports.

ATTACHMENT C

BUDGET

Replace this page with actual Budget.

ATTACHMENT D

REQUEST FOR PAYMENT FORM

Replace this page with actual Payment Request Form.

ATTACHMENT E

SPECIAL CONDITIONS OF THE AGREEMENT

Funds will be available after the following conditions are met:

Recipient has fully executed an Agreement (contract) with the Arizona Department of Housing for SFRF Funds;

Recipient has provided ADOH with any and all documentation required by the U.S. Department of Treasury for the Expenditure Category selected, 2.16 ([3.11 previous number](#)) Long-term Housing Security: Services for Unhoused Persons, by Recipient in their American Rescue Plan Act (ARPA) application. Guidance for what is required may be found at [SLFRF Compliance and Reporting Guidance Update 2.1 final \(treasury.gov\)](#).

Expanded Presumptive Eligibility

Option 1: SLFRF funds used for affordable housing projects under the Public Health-Negative Economic Impacts eligible use category are presumptively eligible if the project meets certain core requirements of the following expanded list of federal housing programs:

- National Housing Trust Fund (HTF)
- HOME Investment Partnerships Program (HOME)
- Low-Income Housing Credit (LIHTC)
- Public Housing Capital Fund
- Section 202 Supportive Housing for the Elderly Program
- Section 811 Supportive Housing for Persons with Disabilities Program
- Project-Based Rental Assistance
- Multifamily Preservation & Revitalization Program
- Affordable housing projects provided by a Tribal government if they would be eligible for funding under the Indian Housing Block Grant program, the Indian Community Development Block Grant program, or the Bureau of Indian Affairs Housing Improvement Program

Option 2: SLFRF funds used for affordable rental housing under the PH-NEI eligible use category are presumptively eligible uses if the units funded serve households at or below 65% of AMI for a period of 20 years or greater.

Recipients acting as a pass-through agency for SFRF funding for the Acquisition, New Construction, and/or Rehabilitation of housing shall require all sub-recipients to enter into a contract and legal documents with an affordability period based on the chart below.

Affordability Period/Loan Terms - State Fiscal Recovery Funds

The investment of SFRF funding for the Acquisition, New Construction, and/or Rehabilitation of housing will require the following Affordability Period/Loan Terms:

1. The loan has a term of not less than 20 years;
2. The affordable housing project being financed has an affordability period of not less than 20 years after the project or assisted units are available for occupancy after having received the SLFRF investment; and
3. To protect affordability, the project owners of any properties receiving SLFRF loans which also receive LIHTC financing must agree to waive their right to request a qualified contract as defined in Section 42(h)(6)(F) of the Internal Revenue Code and repay any loaned funds if the property becomes noncompliant

Affordability period starts at completion/certificate of occupancy.

Required Legal Documents – Title Insurance, Promissory note, Deed of Trust and Covenants, Conditions and Restrictions. Promissory note is to be structured in alignment with the term requirements listed above.

Recipient shall provide copies to ADOH of all sub-recipients' contracts and legal documents.

Release of Funds - ADOH will release the award funds to Recipient on a reimbursement basis.

EXHIBIT B SCOPE OF WORK

ORGANIZATION NAME: Pima County

PROJECT NAME: From Crowd to Home Grant

PROJECT PERIOD: 3/1/2023-12/31/2024

PROJECT DESCRIPTION (Include a brief description of the key project activities and services provided using the Crowd to Home funding.)

EELS partners directly with the local Justice Courts and Constables to identify individuals and families for whom eviction is imminent. Those who meet program criteria and have no other safe housing option are entered into the bridge-housing program. Those in the program are provided with on-site case management and supportive services, including as-needed meals, transportation, medical care, and referrals to job assistance and other programs, to help bridge them to stable housing. Staff work with the City of Tucson, local nonprofit providers, and landlords to exit clients into housing programs or other stable housing opportunities. The program currently has two staff members dedicated to on-site case management and contracts to provide additional supportive services. EELS will expand to three staff and incorporate additional job assistance services into the program, including on-site programming to improve employability skills and financial management and to connect clients with employers. EELS will provide housing stabilization assistance such as move-in costs, application fees, deposits, and household goods to clients exiting into stable housing situations.

DJS will continue supporting the CALL and CARS Pilot Projects, which provide free cell phone distribution and taxi rides to individuals on community supervision and/or involved with the justice system, to increase attendance at court-appointed meetings and appointments with justice system partners, and to reduce failure to appear and the chance of re-entry to jail, thus limiting COVID-19 exposure. DJS will also use funds to continue providing transitional housing for individuals exiting jail through the JPR coordination team. CALL, CARS, and transitional housing via JPR releases are currently in place at DJS. This fits with DJS's overall mission of improving the outcomes of the justice system through evidence-based practices and community partnerships. The grant involves one full-time staff overseeing the CALL/CARS programming and grant management.

SERVICE LOCATION(S) (List address(es) where services will be delivered.)

6935 S. Tucson Boulevard, Tucson 85756

Pima County Adult Probation & Pretrial Services – 150 W. Congress St., Tucson 85701

Pima County Superior Court – 110 W. Congress St., Tucson 85701

Pima County Attorney's Office – 32 N. Stone Ave., Tucson 85701

Pima County Public Defense Services – 33 N. Stone Ave., Tucson 85701

The Haven – 1107 E. Adelaide Dr., Tucson 85719

City of Tucson Public Defense Services – 103 E. Alameda St., Tucson 85701

Community Treatment Providers and other court-related agencies and appointments

COMMUNITY (Describe the community you propose to serve; include geographic and demographic information.)

The EELS program serves individuals and families facing eviction throughout Pima County, most of whom are in the City of Tucson. The bridge-housing operation focuses on families and those with compromising health circumstances who cannot stay in congregate shelters. We serve a diverse population but, given the focus on families and compromising conditions, a perhaps disproportionately large number of children and seniors.

DJS and CWD will serve the community within Pima County and the surrounding southern Arizona area. This includes individuals currently or recently involved in the criminal justice system, including those in community supervision, in specialty courts, or recently released from jail. DJS and CWD will serve individuals experiencing homelessness, particularly those that have been (or are at risk) of being involved in the criminal justice system. Demographically, the community is likely to be a diverse group, including people of different ethnicities, ages, and socioeconomic backgrounds. However, it may disproportionately include individuals who face barriers to accessing housing: such as low-income individuals, veterans, individuals with disabilities, and those experiencing mental health and substance use disorders.

NUMBER SERVED (Indicate the number of households or individuals to be served over the grant period.)

250 households in EELS bridge housing;
100 individuals to be served by the CARS project;
135 individuals to be served by the CALL project;
150 individuals to be served by transitional housing.

EXHIBIT C
SCHEDULE OF COMPLETION AND BIMONTHLY PROGRESS REPORT

ARIZONA HOUSING COALITION SCHEDULE OF COMPLETION BIMONTHLY PROGRESS REPORT											
Recipient						Date					
Contract No.					Contract Period Termination Date:	10/31/2024					
Project Name/Address						Performance Report Period					
Activity Description						Jan	Mar	May	Jul	Sep	Nov
Recipient Address						Project City					
Contact Person						Project Zip Code					
Phone				Email							
Indicate adherence to contract or schedule changes. Due by the 15th Jan, Mar, May, Jul, Sep, Nov.											
Contract Schedule						Target Date	Updated Target Date	Completion Date			
Scope of Work Activities											
Contract Close Out											
Please provide a brief description of activities performed during this last two month period. Narrative should include occurrences that caused changes to plans; unforeseen circumstances. Please be specific.											
Recipient Authorized Signature						Date		Title			

EXHIBIT D REQUEST FOR PAYMENT

ARIZONA HOUSING COALITION REQUEST FOR PAYMENT					
Recipient				Date	
Contract No				Pay Req. No/Mo	
Recipient Address				City	
Contact Person				ZIP	
Phone	Email				
Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing.					
	A	B	C	D	E
	Approved Budget	Amount of this Request	Balance in Account	Total Request To Date	New Balance
Personnel					\$ -
Employee Benefits and Taxes					\$ -
Travel/Meetings (Agency)					\$ -
Equipment					\$ -
Supplies					\$ -
Contractual					\$ -
Operating Expense					\$ -
Occupancy Expense					\$ -
Client Transportation					\$ -
Housing Stabilization					\$ -
Supportive Services					\$ -
Other Expenses					\$ -
Admin (Not to exceed 10% of total)					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total	\$ -	\$ -		\$ -	\$ -
Recipient Authorized Signature			Date	Title	
Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.					
Performance Reports		Not Current			
AZHC Approval	Date			Date	

EXHIBIT E PERFORMANCE REPORT

ARIZONA HOUSING COALITION PERFORMANCE REPORT									
Recipient							Date:		
Contract No							Month:		
Recipient Address									
Contact Person									
Phone							Email:		
Race	Unduplicated			Duplicated			BED Nights		
	#	%	YTD #	#	%	YTD #	#	YTD #	
11- White									
12- Black or African American									
13 - Asian									
14 – American Indian or Alaska Native									
15 – Native Hawaiian or Other Pacific Islander									
16 – Alaska Native and White									
17 – Asian and White									
18 –African American and White									
19- American Indian or Alaska Native and African American									
20 – Other Multi Racial									
Ethnicity									
Hispanic/Latino									
Non-Hispanic/Latino									
Not Specified									
Gender									
Male									
Female									
Transgender									
Did not provide									
AMI									
0-30% AMI									
31-50% AMI									
51-80% AMI									
81% + AMI									
Age Group									
0-17									
18-29									
30-39									
40-49									
50-59									
60 Plus									
Unknown									
Totals									