



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 11/19/2024

* = Mandatory, information must be provided

or Procurement Director Award:

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

City of Tucson

***Project Title/Description:**

Tucson-Pima Extreme Weather Shelter

***Purpose:**

Project shall provide overnight overflow shelter capacity during nights in which Operation Deep Freeze is activated in Tucson/Pima County. Shelter services shall include, at a minimum, warm meal(s), overnight accommodations, hygiene and basic needs supplies, and connection to homeless service programs (e.g. longer-term shelter, housing, Coordinated Entry referral, etc.).

Indirect cost: Does not apply.

***Procurement Method:**

This grant award was reviewed and signed by the Pima County Attorney Office.

***Program Goals/Predicted Outcomes:**

Provide 100 bed nights of overnight shelter as part of Operation Deep Freeze during Winter 2024-25.

***Public Benefit:**

- Reduced unsheltered homelessness.
- Reduced fatality due to exposure during unsheltered homeless episodes.
- Increased connection of unsheltered populations to temporary and permanent housing.

***Metrics Available to Measure Performance:**

Record all services provided within the Homeless Management Information System.

***Retroactive:**

Yes. Received the final IGA on October 25, 2024 from the City of Tucson. The next available board meeting is November 19, 2024. If the agreement is not approved, homeless families and individuals will not receive overnight shelter services

GME approves
reu
11/1/24

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: Grant Department Code: CWD Grant Number (i.e., 15-123): 79525
Commencement Date: 10/01/2024 Termination Date: 04/30/2025 Amendment Number: N/A
Match Amount: \$ _____ Revenue Amount: \$ 15,000.00

*All Funding Source(s) required: AZ Department of Housing, A.R.S. § 41-3955 (State Housing Trust Fund)

*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 passed through the City of Tucson

Contact: Magali Lopez

Department: Community & Workforce Development

Telephone: 724-7301

Department Director Signature: [Signature] Date: 10/29/2021

Deputy County Administrator Signature: [Signature] Date: 31 Oct 2024

County Administrator Signature: [Signature] Date: 11-1-2024

**CITY OF TUCSON HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
ADOH HOUSING TRUST FUND GRANT AGREEMENT FY 2025**

This Intergovernmental Agreement is made and entered into by and between

**City of Tucson Housing and Community Development Department
Planning and Community Development Division**
hereafter referred to as "City"

and

**Pima County Community and Workforce Development
Pima County**
hereafter referred to as "County"

FUNDING PROGRAM	Tucson-Pima Extreme Weather Shelter
FUNDING SOURCE	AZ Department of Housing, A.R.S. § 41-3955 (State Housing Trust Fund) (" HTF ").
CITY FISCAL YEAR GRANT	FY 2025
PROJECT NAME	Extreme Weather Shelter
CITY CONTRACT NUMBER	19499
PERFORMANCE/BUDGET PERIOD START DATE	10/01/2024
PERFORMANCE/BUDGET PERIOD END DATE	4/30/2025
GRANT AMOUNT	\$15,000.00

RECITALS

WHEREAS, the City was awarded \$500,000 through the Arizona State Housing Trust Funds for the above referenced project; and

WHEREAS, the City included County as a subrecipient partner in its proposal for the above referenced project, and

WHEREAS, the City has determined that the activities and proposed costs of County meet program eligibility requirements as defined by its Agreement with the Arizona Department of Housing; and

WHEREAS, it has been determined that the activities of the County are in the public interest, and are such as to improve and promote the public welfare of the City; and

NOW THEREFORE, in consideration of the mutual promises and considerations set forth below, the parties agree to the following:

AGREEMENT

SCOPE OF SERVICES: The County shall provide the services and activities described in Exhibit A, Scope of Services.

INDIRECT COSTS: Indirect cost recovery is not eligible for reimbursement under this IGA.

GRANT ACKNOWLEDGMENT: County shall acknowledge the City's financial support of the County's services as provided through this agreement and shall include the City's logo on materials that market, announce or describe the programs and services that are supported by the City's financial participation.

AGREEMENT DOCUMENTS: The following list constitutes the Contract Documents incorporated as a part of this Agreement:

- Subrecipient Agreement
- General Conditions
- Exhibit A – Scope of Services
- Exhibit B – Reserved
- Exhibit C – Project Budget
- Exhibit D – Payment Request
- Exhibit E – Reserved
- Exhibit F – Monthly Performance Report
- Exhibit G – ADOH Award Terms and Conditions

COUNTERPARTS. This IGA may be executed in counterparts, each of which, when taken together, will constitute one original contract.

CITY OF TUCSON:

PIMA COUNTY:

Regina Romero,
Mayor, City of Tucson

Adelita S. Grijalva,
Chair, Pima County Board of Supervisors

ATTEST:

City Clerk

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Arizona Board of Regents and the City of Tucson has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party they represent.

CITY OF TUCSON:

PIMA COUNTY:

City Attorney

Kyle Johnson

County Attorney

GENERAL CONDITIONS

TABLE OF CONTENTS

- | | |
|-----------------------------------|--|
| 1. <u>Scope of Services</u> | 12. <u>Insurance</u> |
| 2. <u>City Funding</u> | 13. <u>Termination</u> |
| 3. <u>Budget</u> | 14. <u>Integrated Document</u> |
| 4. <u>Invoices</u> | 15. <u>Amendments</u> |
| 5. <u>Records</u> | 16. <u>Severability of Provisions</u> |
| 6. <u>Reports</u> | 17. <u>Assignments</u> |
| 7. <u>Monitoring</u> | 18. <u>Choice of Law and Venue</u> |
| 8. <u>Information</u> | 19. <u>Nondiscrimination</u> |
| 9. <u>Audits</u> | 20. <u>Clients Rights, Safeguarding Client Information</u> |
| 10. <u>Independent Contractor</u> | 21. <u>Protection of Persons and Property, OSHA</u> |
| 11. <u>Indemnification</u> | |

1. **SCOPE OF SERVICES:** County will provide the services (the “**Services**”) described in Exhibit A, Scope of Work. County will perform the Services in a manner reasonably satisfactory to City and in accordance with the terms and conditions of this Agreement and applicable Federal, State, and local laws and regulations.

2. **CITY FUNDING:**

2.1. **Amount.** City will reimburse County for its Allowable Costs incurred in providing the Services up to the “**Award Amount**” as defined in this Agreement in accordance with the budget in Exhibit C (the “**Budget**”).

2.2. **Allowable Costs.** “Allowable Costs” means the actual costs incurred by County in providing the Services, as detailed in the Budget.

3. **BUDGET:** County may not deviate from the approved Budget.

3.1. **Budget Adjustment Requests.** To request a Budget adjustment, County must submit a written request with an explanation of why the change is necessary and how the Services and the metrics and outcomes in the Scope of Work will continue to be provided. The change must be for future expenditures; it may not cover unbudgeted expenditures made prior to the approval of the change.

3.2. **Approvals Necessary.** Changes between Budget line items of up to 15% may be made by County with the prior written consent of the director of City’s Housing and Community Development Department. Any change that increases or decreases the Award Amount or that materially changes the Scope of Work must be implemented through a formal contract amendment.

4. **INVOICES:** County will submit to City a monthly invoice for reimbursement of Allowable Costs (“**Reimbursement Request**”), including a summary report of expenditures by Budget line item, in a form provided by or approved by City.

4.1. **Expenditure Detail.** County must attach a detailed itemized list of expenditures, along with supporting documentation, to each Reimbursement Request.

4.2. **Personnel Costs.** For personnel costs, County must provide time sheets or other records, signed by the employee and the employee’s immediate supervisor with direct knowledge of the employee’s work, specifying the days, hours per day, and total hours worked providing the Services, as well as accounting system reports showing the employee’s rate of pay and cost of employer-paid benefits.

4.3. **Timing.** Each Reimbursement Request must be submitted to City by the 20th calendar day of the month following the month in which the expenditures were made. In the event that the 20th calendar

day falls on a weekend or City holiday, County will submit the reimbursement request on or before the next business day. The final Reimbursement Request must be submitted by the 20th day of the month following the end of the performance period.

- 4.4. **Unexpended Funds.** County will monitor its monthly expenditures to ensure that the entire Award Amount is expended in a timely manner. If the Allowable Costs incurred are less than set forth in the Budget, County must provide a letter stating why there were funds left at the end of the grant year.
- 4.5. **Payment and Set-Off.** City will pay County its Allowable Costs within 30 days after it approves a Reimbursement Request. City may withhold from any payment amounts to compensate City for any damages sustained by City as a result of any default by County under this Agreement.
- 4.6. **Refunds.** If City determines that payments it has made under this Agreement exceeded actual Allowable Costs for satisfactorily completed Services, County will promptly refund the excess amount to City.

5. RECORDS:

- 5.1. **Records Required.** County will maintain thorough records of all transactions and activities funded under this Agreement.
- 5.2. **Retention Period.** County will retain those records, at a minimum, until the date that is three years after this Agreement expires or is terminated.
- 5.3. **Record Inspections.** County will give City access to and the right to examine and copy all records, books, papers or documents relating to or arising from all County operations funded in whole or in part under this Agreement, during the term of this Agreement and during the retention period set forth above.

6. **REPORTS:** County will submit to City on a monthly, quarterly and/or annual basis, written reports regarding the activities funded in whole or in part under this Agreement. If the format, content, and timing of reports is not set forth in Exhibit A or elsewhere in this Agreement, City will separately specify the reports that County must supply.

7. MONITORING:

- 7.1. **Cooperation.** City will monitor County's performance under this Agreement to ensure compliance with applicable federal, state, and local requirements and achievement of program performance goals. County will fully cooperate with City with respect to these monitoring efforts.
- 7.2. **Suspension.** City may suspend County's performance of Services and payments under this Agreement with written notice to County in order to investigate County's activities and compliance with this Agreement. County will cooperate fully with the investigation. City will notify County in writing at the conclusion of the investigation whether work under this Agreement can be resumed or the Agreement is being terminated under Section 13 below.

8. **INFORMATION:** Subject to any applicable rules and regulations regarding confidentiality, City has unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, materials or other information prepared by County or any contractor or subrecipient of County under or in conjunction with this Agreement.

9. **AUDITS:** At Request of City. County, at the request of City, will retain at its own expense an independent accounting firm to conduct a program-specific or financial audit and will provide the resulting audit report,

along with County's response to any audit findings, to City. City will specify, in its request, the type of audit and the deadline for submitting the audit report to City.

10. INDEPENDENT CONTRACTOR: Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

11. INDEMNIFICATION: Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

12. INSURANCE:

12.1. Required Insurance Policies. County will obtain and maintain during the entire term of this Agreement and for 2 years after the term of this Agreement ends, the insurance coverage set forth below from insurers that have an "A.M. Best" rating of not less than A-VII.

12.2. Additional Insured. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include City as an additional insured with respect to liability arising out of the performance of this Agreement. City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Agreement. The coverage must be primary, and any insurance carried by City is excess and not contributing.

12.3. Additional Requirements. Each insurance policy required by this Agreement must include or be endorsed to provide the following:

12.3.1. A waiver of subrogation endorsement in favor of City, for losses arising from work performed by or on behalf of County (Including Worker's Compensation).

12.3.2. The policy is primary, and any insurance carried by City is excess and not contributing.

12.3.3. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Agreement.

12.3.4. The insurer will provide written notice to City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

12.4. Verification of Coverage.

12.4.1. County will give City certificates of insurance (ACORD form or equivalent approved by City), signed by an authorized representative of the insurer, showing that County has all the insurance required by this Agreement.

12.4.2. County must deliver the certificates directly to the Procurement Division of City's Business Services Department before County commences work under this Agreement.

12.4.3. The certificates must contain City project/contract number and project description.

12.4.4. City reserves the right to require complete copies of all insurance policies required by this Agreement at any time.

12.5. **Subcontractors.** County's insurance certificate(s) must include all subcontractors as insureds under its policies or County must give City separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.

12.6. **Public Entities.** If County or any subcontractor is a public entity that self-insures as permitted by law, then the insurance requirements in this Section 12 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.

12.7. **Sufficiency of Coverage.** City in no way warrants that the required minimum insurer rating in this Agreement is sufficient to protect County from potential insurer insolvency, nor that the required liability limits are sufficient to protect County.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
<i>Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability</i>	
<i>Each Occurrence</i>	\$2000,000
<i>General Aggregate</i>	\$4000,000
<i>Products & Completed Operations Aggregate</i>	\$4000,000
<i>Personal and Advertising Injury</i>	\$2000,000
<i>Blanket Contractual Liability</i>	\$2000,000
II. Commercial Automobile Liability	
<i>Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.</i>	
<i>Combined Single Limit</i>	\$2,000,000
III. Workers' Compensation (applicable to the State of Arizona)*1	
<i>Per Occurrence</i>	Statutory
<i>Employer's Liability</i>	\$1,000,000
<i>Disease Each Employee</i>	\$1,000,000
<i>Disease Policy Limit</i>	\$1,000,000
IV. Pollution - Legal Liability	
<i>Each Claim</i>	\$1,000,000

COVERAGE	LIMITS OF LIABILITY
<i>Annual Aggregate</i>	\$1,000,000
V. Employee Dishonesty	
<i>Fidelity Bonding, Employee Dishonesty, Faithful Performance, or applicable crime insurance policy</i>	\$1,000,000
VI. Builders Risk (Applies to Construction/Rehabilitation Projects Only)	
<p><i>Builder's "All Risk" Property Insurance</i></p> <p><i>Coverage to include personal property of others in the care, custody and control of the County. Coverage should be written for 100% of the completed value.</i></p> <p><i>For additions or repairs of existing building structures, coverage to include County's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a". Coverage to Name the City of Tucson as a Loss Payee</i></p>	Not Applicable
VII. Employment Practice Liability insurance including third party Liability	
	\$1,000,000
VIII. Network Security (Cyber) and Privacy Liability	
<i>Each Claim</i>	\$2,000,000
<i>Annual Aggregate</i>	\$4,000,000
<p><i>Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include loss of use, breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.</i></p> <p><i>In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, County warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.</i></p>	

13. TERMINATION:

13.1. For Cause.

13.1.1. If County fails to fulfill in a timely and satisfactory manner any of its obligations under this Agreement or violates any provision of this Agreement, then City will have the right to notify County in writing of such failure or violation and County will have 15 days from its receipt of such notice to cure such failure or violation; provided, however, that if the failure or violation is not reasonably capable of being cured within 15 days, County will not be deemed to be in default of its obligations hereunder so long as it begins to cure such failure or violation within the initial 15-day period and thereafter diligently and without interruption pursues a cure, and in fact, cures such default within 75 days of the City's original notice of such failure or violation, or such longer time as is reasonably necessary to cure such default, which longer time shall in no event exceed 90 days unless extended in City's reasonable discretion.

13.1.2. If City terminates this Agreement for cause, City will provide County with a written invoice for any sums paid by City for any Services that were not performed by County in a timely and satisfactory manner. County will pay the invoice within 10 days of receipt. Any sum not paid in a timely manner will accrue interest at the rate of 10% per annum from the date due until paid and County will also be responsible for the cost of any collection efforts by the City, including attorney fees and costs.

13.2. **For Convenience:** Either party may terminate this IGA by providing written notice of termination to the other party. The termination will be effective on the date that is 30 days after the date of the notice. If any monetary payments are owed by one of the parties to the other at the time of termination, all amounts must be invoiced and paid no later than 60 days after the effective date of the termination.

13.3. **Conflict of Interest.** This Agreement is subject to termination for a conflict of interest under A.R.S. § 38-511, which is incorporated into this Agreement.

13.4. **Non-appropriation:** This Agreement may be terminated if, for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining City's obligations under this Agreement.

13.5. **Payment for Services.** In the event that this Agreement is terminated, City will have no further obligation to County other than payment for Services satisfactorily completed prior to the effective date of the termination.

14. **INTEGRATED DOCUMENT:** This Agreement and the exhibits attached and referenced herein embody the entire Agreement between City and County with respect to the Services. No verbal agreements or conversation with any officer, agent, or employee of City prior to or after the execution of this Agreement will be deemed to affect or modify any of the terms or obligations contained in any documents comprising this Agreement.

15. **AMENDMENTS:** This Agreement may be amended only by a written agreement of the signed by duly authorized officers of each party.

16. **SEVERABILITY:** The provisions of this Agreement are severable. If any provision or application of a provision of this Agreement is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

17. **ASSIGNMENT:** County may not assign any of its rights or obligations under this Agreement without the prior written consent of City.

18. **GOVERNING LAW AND VENUE.** This Agreement is governed by the laws of the State of Arizona. Any lawsuits regarding this Agreement must be brought in a court of competent jurisdiction in Pima County, Arizona.

19. **NONDISCRIMINATION:** County, in its employment policies and practices, in its public accommodations, and in its provision of Services, will comply with all relevant and applicable, federal, state, and local laws, regulations and standards relating to non-discrimination including but not limited to Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Arizona Civil Rights Act, Arizona Executive Order 2009-09, and the Human Relations provisions of the Tucson Code.

20. **CLIENT RIGHTS, SAFEGUARDING CLIENT INFORMATION:**

20.1. **Grievances.** County will establish a system through which applicants for and recipients of Services (“**Clients**”) may present grievances about the Services or the project of which the Services are a part. County will advise recipients of this right. Client will provide to City, within thirty (30) days following the filing of such a grievance, a copy of the grievance and an explanation of how the County responded to it.

20.2. **Client Information.** County will not use any information concerning a Client that is obtained by County in the performance of its obligations under this Agreement for any purpose other than carrying out this Agreement. County will not release any such information to any person or entity other than City without the City’s express written consent. County will forward all requests for such information to City for appropriate action. County will return all such information to City at the expiration of this Agreement.

21. **PROTECTION OF PERSONS AND PROPERTY, OSHA:** Project facilities and locations of service delivery shall be maintained in an acceptable condition for the comfort, convenience, and safety of employees and Project participants.

The County shall take all precautions necessary for the safety of employees and the public, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes to prevent accidents or injury to persons on or about the Project premises.

The County shall comply with all of the safety requirements of the federal Occupational Safety and Hazards Act (OSHA) as set forth by the Federal Government and as implemented by the State of Arizona. The County shall be solely responsible for all fines or other penalties provided for by law for any violation of the Occupational Safety and Hazards Act. The County shall, furthermore, require all Subcontractors to comply with this Agreement in general and particularly and specifically with this Article

**EXHIBIT A – SCOPE OF WORK
CITY OF TUCSON – EXTREME WEATHER PROGRAM**

<p>1. Agency Name:</p> <p>Pima County</p>
<p>2. Project Name:</p> <p>Extreme Weather Shelter</p>
<p>3. Project Location(s): What is the project location? If multiple sites, please list each location.</p> <p>2797 E Ajo Way, Tucson, AZ 85713</p>
<p>4. Project Timeline: Provide a timeline for activities to be undertaken under this contract.</p> <ul style="list-style-type: none">• October/November 2024: Winter Operation Deep Freeze initiated• March 2025: Winter Operation Deep Freeze ended
<p>5. Population Served</p> <p>The project shall serve individuals and families who are experiencing homelessness and in need of extreme weather shelter services.</p>
<p>6. Major Project Activities: List all major project activities. Describe your collaborations with partner agencies. If services are being provided, specify total number of unduplicated clients to be served annually. Include in your service description the following items: how participant’s needs will be assessed; and how services will be developed and tracked. Please detail project activities.</p> <p>Operation Deep Freeze Winter Shelter</p> <p>Project shall provide overnight overflow shelter capacity during nights in which Operation Deep Freeze is activated in Tucson/Pima County. Shelter services shall include, at a minimum, warm meal(s), overnight accommodations, hygiene and basic needs supplies, and connection to homeless service programs (e.g. longer-term shelter, housing, Coordinated Entry referral, etc.)</p>

7. Homeless Management Information System:

Project shall record all services provided within the Homeless Management Information System. The City of Tucson will assist in the creation of the Extreme Weather Program HMIS activities to ensure simplified data aggregation and reporting.

9. Estimated Outputs: How many program participants will be served? What is the quantity of service provided? These outputs are a result of activities outlined. These must be reported quarterly. (See Performance Measures Information – Quarterly Report).

- Provide 100 bed nights of overnight shelter as part of Operation Deep Freeze during Winter 2024-25.

10. Measurement Tools: How will you measure outputs and outcomes? Examples for output measures include: attendance records, counseling hours recorded, and other agency records. Examples for outcome measures include: pre and post surveys, pre and post interviews, trained observer ratings, and client surveys

- HMIS records

11. Community Impact: What community problems/indicators will this project affect in the long term? Examples include: teen birth rates, juvenile detention rates, and neighborhood gang activity.

- Reduced unsheltered homelessness.
- Reduced fatality due to exposure during unsheltered homeless episodes.
- Increased connection of unsheltered populations to temporary and permanent housing.

EXHIBIT B - Reserved

**EXHIBIT C - BUDGET
CITY OF TUCSON
EXTREME WEATHER PROGRAM**

Agency Name: Pima County Community and Workforce Development, Pima County	Contract Number: 19499
Project Name: PC – Extreme Weather Shelter	Award Amount: \$15,000
Account Number: FD234-CC1143-PGXXXX-SC51900-GR00XXXX	Contract Period: 5/1/24-4/30/25

Budget Categories (enter applicable dollar figures):		State Housing Trust Funds
1.	Summer Heat Relief - Personnel (staff, and employee related expenses)	\$0
2.	Summer Heat Relief - Supplies	\$0
3.	Summer Heat Relief – Administrative Costs	\$0
4.	Winter ODF Shelter (\$150/bed night)	\$15,000
TOTAL (Line items must total contract amount):		\$15,000

All requests for budget changes must be submitted in writing, and approved by the Housing and Community Development Department/Planning and Community Development Division. Changes will only be allowed as long as the total dollar amount contracted for remains the same and costs are eligible.

Send original signed request and backup documentation to
Stuart Turner, Project Coordinator
Stuart.Turner@TucsonAZ.gov
City of Tucson, HCDD/PCD
P.O. Box 27210, Tucson, AZ 85726-7210

**CITY OF TUCSON HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
SUBRECIPIENT AGREEMENT**

EXHIBIT D – PAYMENT REQUEST FORM

Contract Number: 19499

Total Contract Amount: \$15,000

Invoice Number: 19499-

Agency Name: Pima County

Project Name: Extreme Weather Shelter

Reimbursement: From _____ **To:** _____

A. Total Award Amount	\$ 1	Center text.
B. Prior Expenditures		
C. Total Amount Requested for this Payment	\$	Click or tap here to enter text.
D. Total Expenditures Plus New Costs Incurred (B plus C)	\$	Click or tap here to enter text. \$
E. Balance After Requests (A minus D)		Click or tap here to enter text.

Prepared By: _____

Agency Approval By: _____

PAYMENT PROCESSING INSTRUCTIONS: Payment Requests must include Exhibit D Payment Request Form, Subrecipient Billing Worksheet, Agency Invoice, Agency General Ledger of Itemized Direct Costs and Indirect Cost of Eligible Activities, Time and Effort Reporting (less accruals not yet paid), and any relevant/necessary backup documentation for direct costs allocated to the grant during the reimbursement period. Failure to submit timely quarterly performance measures reports, may delay the processing of payment requests.

All document details are housed in the Housing and Community Development Department, Community Development Division. This documentation includes the Invoice for payment, budget versus actual to date and the Agency general ledger showing the expenses

FOR CITY OF TUCSON USE ONLY:

Activity	Account Number	Amount
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City of Tucson Approval By: _____

Agency Name: Pima County
Project Name: Extreme Weather
Contract Number: 19499
Award Amount: \$ 15,000.00

Budget Activity	BUDGET	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	Expensed	Balance	Average	Projected
SHELTER OPERATIONS BUDGET												
Winter ODF Shelter (\$150/bed night)	15,000.00									15,000.00		15,000.00
TOTAL	15,000.00									15,000.00		

EXHIBIT E - Reserved

**EXHIBIT F – MONTHLY PERFORMANCE REPORT
CITY OF TUCSON
EXTREME WEATHER PROGRAM**

Monthly Program Report Must be Submitted to Stuart.Turner@tucsonaz.gov along with HMIS report matching reported information no later than the 5th calendar day of each month.

Agency Name:

Report Month:

Contract Number:

Output	This Month	Prior Months	Total	Projected
Number of Unduplicated Individuals Provided Daytime Heat Relief				
Number of Families with Children Provided Daytime Heat Relief				
Number of Unduplicated Individuals Provided ODF Overnight Shelter				
Number of Unduplicated Families with Children Provided ODF Overnight Shelter				
Number of Bed Nights of ODF Shelter Provided (Calculate as number of beds x number of nights)				
Number of Hotel Bed Nights of ODF Shelter Provided (Calculate as number of beds x number of nights)				

Program Highlights: Please share any program highlights (e.g. households connected to housing or services, etc.)

Submitted by:

EXHIBIT G - ADOH 906-24 Agreement

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

SECTION 1. FUNDS PROVIDED	2
SECTION 2. OTHER FUNDS.....	4
SECTION 3. ACCEPTANCE OF FUNDS.....	4
SECTION 4. DURATION	4
SECTION 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW	5
SECTION 6. SCOPE OF WORK	6
SECTION 7. REPORTS.....	7
SECTION 8. SCHEDULE OF COMPLETION.....	9
SECTION 9. BUDGET	10
SECTION 10. AMENDMENTS AND MODIFICATIONS	11
SECTION 11. ENVIRONMENTAL REVIEW CONDITIONS	11
SECTION 12. APPLICATION AND OTHER PRE-AWARD COSTS.....	12
SECTION 13. COMPENSATION AND METHOD OF PAYMENT	13
SECTION 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME	13
SECTION 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS.....	15
SECTION 16. REVERSION OF ASSETS	16
SECTION 17. DEPARTMENT OF HOUSING RESPONSIBILITIES.....	17
SECTION 18. SUBCONTRACTING.....	17
SECTION 19. FAILURE TO MAKE PROGRESS.....	17
SECTION 20. TERMINATION FOR CAUSE.....	18
SECTION 21. TERMINATION FOR CONVENIENCE.....	18
SECTION 22. ENFORCEMENT.....	18
SECTION 23. CANCELLATION	19
SECTION 24. RECORDS RETENTION	19
SECTION 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS	20
SECTION 26. AVAILABILITY OF FUNDS	20
SECTION 27. APPLICABLE LAW AND ARBITRATION.....	21

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

SECTION 28. INDEMNIFICATION.....	21
SECTION 29. FEDERAL GOVERNMENT LIABILITY.....	21
SECTION 30. AUDIT.....	21
SECTION 31. AUDIT EXCEPTIONS.....	22
SECTION 32. UNALLOWABLE USE OF FUNDS.....	22
SECTION 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS	22
SECTION 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF	22
SECTION 35. IDENTIFICATION OF DOCUMENTS	22
SECTION 36. COPYRIGHT.....	23
SECTION 37. RIGHTS IN DATA.....	23
SECTION 38. FUNDING CONDITIONS	23
SECTION 39. NON-DISCRIMINATION	23
SECTION 40. THIRD PARTY ANTITRUST VIOLATIONS	24
SECTION 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401 – IMMIGRATION LAWS AND E-VERIFY REQUIREMENT	24
SECTION 42. INSURANCE.....	24
SECTION 43. PRIVACY CONSIDERATIONS.....	27
SECTION 44. NOTICES	27
SECTION 45. REGISTRATION WITH SOCIAL SERVE	28
SECTION 46. ADOH SIGNAGE	28
SECTION 47. PHOTOGRAPHS	28
SECTION 48. STATE OF ARIZONA	28
SECTION 49. A.R.S. § 35-393.01.....	28
SECTION 50. A.R.S. § 1-501 RELATING TO FEDERAL PROGRAMS.....	28

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

ATTACHMENTS

- A** **Scope of Work**
- B** **Performance Report/Schedule of Completion**
- 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. 906-24
TERMINATION DATE 01/31/2025

**FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
HOUSING AND COMMUNITY DEVELOPMENT
FOR
FY2024 STATE HOUSING TRUST FUND EXTREME WEATHER NOFA**

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**”).
- S.B. 1720 Homeless Shelter and Services Fund (“**HSSF**”).
- 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**”).

- Title IV Energy Conservation and Production Act (ECPA), as amended; and 42 U.S.C. Section 6861, *et. seq.* including WAP regulations contained in 10 CFR 440, DOE Financial Assistance Rules at 2 CFR 200 and the Bipartisan Infrastructure Law (Infrastructure Investment and Jobs Act), Public Law 117-58. (“**DOE WAP BIL**”).
- H.R 2471, the Consolidated Appropriations Act, 2022 establishing the Weatherization Readiness Fund (“**DOE WRF**”).
- 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**”).
- Arizona Public Service, Weatherization Assistance Program (“**APS WAP**”).
- Salt River Project, Weatherization Assistance Program (“**SRP WAP**”).
- Section 8071 of the SUPPORT for Patients and Communities Act. Pub. L. 115-271, approved October 24, 2018 referred to as Recovery Housing Program (“**RHP**”).
- Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan at 31 CFR Part 35 (“**SLFRF**” or “**SFRF**”).

and

CITY OF TUCSON HOUSING

(Entity)

An Arizona City (“Recipient”) UEI #X487LACQEQN6, located at

Housing and Community Development, 255 W. ALAMEDA ST

Street

TUCSON, AZ 85701

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 \$500,000.00 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.

Funding Agreement with
State of Arizona, Department of Housing

CDBG; CFDA # 14.228, FAIN # _____
Federal Fiscal Year _____
\$ _____

HOME; CFDA # 14.239, FAIN # _____
Federal Fiscal Year _____
\$ _____

HTF
State Fiscal Year 2024
\$500,000.00

HPF
State Fiscal Year _____
\$ _____

HSSF
State Fiscal Year _____
\$ _____

HOPWA; CFDA # 14.241, FAIN # _____
Federal Fiscal Year _____
\$ _____

COC; CFDA # 14.267, FAIN # _____
Federal Fiscal Year _____
\$ _____

NHTF; CFDA # 14.275, FAIN # _____
Federal Fiscal Year _____
\$ _____

DOE WAP; CFDA # 81.042, FAIN # _____
Federal Fiscal Year _____
\$ _____

DOE WAP BIL; CFDA # 81.042, FAIN # _____
Federal Fiscal Year _____
\$ _____

DOE WRF; CFDA # 81.042, FAIN # _____
Federal Fiscal Year _____
\$ _____

- LIHEAP WAP (through ISA with AzDES); CFDA # 93.568, FAIN # _____**
Federal Fiscal Year _____
\$ _____

- SWG WAP**
State Fiscal Year _____
\$ _____

- APS WAP**
State Fiscal Year _____
\$ _____

- SRP WAP**
State Fiscal Year _____
\$ _____

- RHP; CFDA #14.228, FAIN # _____**
State Fiscal Year _____
\$ _____

- SFRF (through ISA with Office of the Governor); CFDA 21.027, FAIN # _____**
State Fiscal Year _____
\$ _____

Section 2. OTHER FUNDS

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

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within 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 JANUARY 31, 2025 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.
- HSSF** funds require adherence to S.B. 1720 and the Notice of Funds Available issued for acceptance of applications for HSSF funding.
- 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, DOE WAP BIL and DOE WRF** 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) *DOE WPN 22-4 Quality Work 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, APS WAP or SRP 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 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 and homeless 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.
- HSSF** funded assistance for persons who are homeless (“Homeless Shelter and Services Projects”). Recipient must submit a *Quarterly Performance Report* attached hereto as Attachment B. The Quarterly Progress Report follows the state fiscal year from July 1 through June 30 and must be submitted to ADOH on the 20th day of October, January, April and July and address activities of the preceding quarter (i.e. the October report covers the months of July through September).
- 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.

- 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.
- DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, SWG WAP, APS WAP and SRP 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** funded projects (“SFRF 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 of each month and address activities of the preceding month (i.e. the April report covers the month of March).

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.

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, HSSF 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, DOE WAP BIL, DOE WRF, LIHEAP, SWG WAP APS WAP and/or SRP 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 approximately four (4) months with additional re-allocations made on an as needed basis.

- 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.

- HSSF and SFRF Revisions to the Budget.** Recipient must obtain 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.
- WEATHERIZATION Revisions to the Budget.** Recipient must obtain 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. Administration, Technical Assistance and Health and Safety line items cannot be increased unless the overall award of funds increases.

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 fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) 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 fifteen (15) 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. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 (“Environmental Review”), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record (“ERR”) is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds

are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

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

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

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

- (a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

WEATHERIZATION (DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP). DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

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

CDBG. If 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 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP, DOE WAP BIL, DOE WRF 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. 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 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 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 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.

14.2 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 thirty (30) 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 **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

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

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

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

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that 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.

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

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that 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 16. REVERSION OF ASSETS

16.1 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.

16.2 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).

16.3 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.

16.4 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.

Section 17. 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 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of 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 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, 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 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates 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 21. 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 22. 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 23. 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 24. RECORDS RETENTION

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

- 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 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds or HSSF funds per S.B. 1720, 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, HTF and HSSF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME, CDBG, HOPWA, COC, NHTF, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP and SFRF programs, the availability of state funds provided for the state HTF, HPF and HSSF Programs and the availability of private funds provided for the SWG WAP, APS WAP and SRP WAP programs. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is

exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

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

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by 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 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("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 30. 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 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, 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 32. UNALLOWABLE USE OF FUNDS

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

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

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of 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 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

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

Section 35. IDENTIFICATION OF DOCUMENTS

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

Section 36. COPYRIGHT

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

Section 37. RIGHTS IN DATA

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

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to 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 39. 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 40. THIRD PARTY ANTITRUST VIOLATIONS

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

Section 41. 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 42. 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.

42.4 Self Insurance

The parties acknowledge that Recipient is self-insured and that such self-insurance satisfies the requirements of this Section 42.

Section 43. 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 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 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:

CITY OF TUCSON
Entity
ANN CHANECKA, INTERIM HCD DIRECTOR
Attention (if applicable)
HOUSING AND COMMUNITY DEVELOPMENT, 255 W ALAMEDA ST
Mailing Address
TUCSON, AZ 85701
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

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

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, 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 47. 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 48. STATE OF ARIZONA

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

Section 49. 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 50. 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.

**Funding Agreement with
State of Arizona, Department of Housing**

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**

**CITY OF TUCSON
RECIPIENT**

BY: _____

BY: _____

Joan Serviss
Cabinet Executive Officer

Ann Chanecka

TITLE: Executive Deputy Director

TITLE: Director, Housing and
Community Development

DATE: _____

DATE: _____

ATTACHMENT A
SCOPE OF WORK

The award will be comprised of *State Housing Trust Funds* and will allow the City of Tucson, Housing and Community Development (HCD) (**recipient**) to collaborate with Tucson Pima Collaboration to End Homelessness (TPCH) to expand two regional approaches to addressing extreme weather events for the Tucson area and surrounding areas in Pima and Santa Cruz Counties, Arizona.

This contract award is contingent upon:

- A. Assistance is reserved for the following:
 - i. Operation Deep Freeze: expansion of existing operations for services provided 7 days per week at congregate shelters located throughout the Tucson region including:
 - additional overflow beds operated by Primavera Foundation; Old Pueblo Community Services, Salvation Army and Sister Jose Women’s Center; and
 - Hotel shelter provision in rural areas of Pima and Santa Cruz Counties operated by Pima County Workforce Development Department.
 - ii. Summer Heat Relief: expansion of existing operations of City of Tucson, Sister Jose Women’s Center and the Salvation Army during the months of May through August 2024 to provide services 7 days per week in neighborhoods with a high density of unsheltered including:
 - Amphi neighborhood
 - Santa Rita Park area; and
 - Downtown Tucson
 - iii. City of Tucson Housing First: In the event of high smoke exposure nights, hotel shelter funds will provide additional bed capacity operated by City of Tucson Housing First program.
- B. The program will serve the following populations:
 - i. Anticipate up to 500 Unsheltered households including:
 - individuals
 - adult-only households
 - families with children
 - ii. Of the anticipated 500 unsheltered served it is estimated that:
 - Approximately 300 will be served through heat relief; and
 - Approximately 200 will be served through overnight shelter.
- C. Project deliverables include:
 - i. Assisted unsheltered households will be entered into HMIS
 - ii. Monthly progress reporting will include:
 - demographics of and number of persons served with Summer Heat Relief ;
 - demographics of and number of persons served with Operation Deep Freeze including bed nights;
 - demographics of and number of persons served through hotel shelter; and
 - number of exits to from temporary accommodations to permanent shelter or permanent housing.

**Funding Agreement with
State of Arizona, Department of Housing**

Project Funds

The State has reserved \$466,300.00 from State Housing Trust Fund dollars for project funding. Approved uses include costs associated with providing overnight shelter beds, personnel and supplies for heat relief day shelters, case management and HMIS reporting.

Administrative Funds

The State has reserved \$33,700.00 from the Housing Trust Fund for general administration. Approved uses include: salaries, wages and ERE for positions identified in the application, professional services, travel, general office supplies, equipment maintenance and repair, rent and operating services.



ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION Page 1 of 1

Recipient	City of Tucson		Date	
Contract No	906-24	Contract Period:	May 2024 through January 31, 2025	Revision
Activity	Extreme Weather Shelter and Response		Month	
Recipient Address	255 W. Alameda Street		City	Tucson
Contact Person	Ann Chanecka		Zip Code	85701
Phone	520-837-6691	Email	ann.chanecka@tucsonaz.gov	County
Program Specialist	Esperanza Z Padilla	Email	esperanza.padilla@azhousing.gov	Pima

Indicate adherence to contract or schedule changes. Performance report due monthly by the 15th of the following month.

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Contract Execution	5/15/2024		
Submission of May Performance Report with data per Scope of Work	6/15/2024		
Submission of June Performance Report with data per Scope of Work	7/15/2024		
Submission of July Performance Report with data per Scope of Work	8/15/2024		
Submission of August Performance Report with data per Scope of Work	9/15/2024		
Submission of September Performance Report with data per Scope of Work	10/15/2024		
Submission of October Performance Report with data per Scope of Work	11/15/2024		
Submission of November Performance Report with data per Scope of Work	12/15/2024		
Submission of December Performance Report with data per Scope of Work	1/15/2025		
Submission of Final cumulative HMIS reports for persons served	2/15/2025		
Submission of final reimbursement and Project Close Out	2/28/2025		

Please provide a narrative description of activities performed this month. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. Finally, answer questions A., B., C. & D below narrative.

A. # of unduplicated individuals assisted?	
B. # of unduplicated families assisted?	
C. # total bed nights provided	
D. # of hotel shelter nights provided	

Recipient Authorized Signature	Date	Title
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Arizona
Department
of Housing

State Housing Trust Funds

Attachment C

Budget			
Recipient	City of Tucson		Date
Contract No	906-24	Contract Period: April 9, 2024 through December 31, 2024	Revision No.
Activity	Extreme Weather Shelter and Response		
Recipient Address	255 W. Alameda Street		City
Contact Person	Ann Chanecka		Zip Code
Phone	520-837-6691	Email	County
Program Specialist	Esperanza Z Padilla	Email	Pima
		ann.chanecka@tucsonaz.gov	
		esperanza.padilla@azhousing.gov	

a	c	d	e	f	g	h
Budget Line Item or Activity No.	State HTF 2024	State HTF 2024	Source Program Year	Source Program Year	Source Program Year	TOTAL
Activity 1 - Admin	\$ 33,700.00					
Activity 2 - Project Specific		\$ 466,300.00				
Total	\$ 33,700.00	\$ 466,300.00				\$ 500,000.00



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

Recipient	City of Tucson	Date	
Contract No	906-24 Contract Period: April 9, 2024 through December 31, 2024	Pay Req. No	
Activity	Extreme Weather Shelter and Response	Month	
Recipient Address	255 W. Alameda Street	City	Tucson
Contact Person	Ann Chanecka	Zip Code	85701
Phone	520-837-6691	Email	ann.chanecka@tucsonaz.gov
Program Specialist	Esperanza Z Padilla	Email	esperanza.padilla@azhousing.gov

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	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	State HTF FY2024	State HTF FY2024	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Act. 1 Administration	N/A	\$33,700.00			\$ 33,700.00		\$ 33,700.00
Act. 2 Project Specific	N/A		\$466,300.00		\$ 466,300.00		\$ 466,300.00
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
Total		\$ 33,700.00	\$ 466,300.00	\$ -	\$ 500,000.00	\$ -	\$ 500,000.00

Recipient Authorized Signature	Date	Title
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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	Current <input type="checkbox"/>	Not Current <input type="checkbox"/>	For ADOH Use Only
ADOH Program Specialist Approval	Date	ADOH Program Administrator Approval	