



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: May 19, 2020

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Arizona Department of Housing (ADOH)

**\*Project Title/Description:**

Housing Trust Fund (HTF) - Rental/Eviction Prevention Assistance

**\*Purpose:**

County will administer financial assistance for approximately 407 households to prevent eviction.

**\*Procurement Method:**

Not applicable.

**\*Program Goals/Predicted Outcomes:**

The goal of this Agreement is to provide financial assistance to households directly impacted by COVID-19 that are unable to pay 100% of their rent. Eligible households will be required to pay 30% of their gross household income for the month directly to their landlord/property owner, with program paying the remaining balance up to \$2,000 directly to the property owner.

Indirect cost does not apply.

Attachment: ADOH #535-20

**\*Public Benefit:**

Provide financial assistance for Pima County residents to remain in their home and avoid homelessness. Eviction Prevention Assistance may be needed to address the economic impact and hardship to Arizona households as a result of the COVID-19 outbreak.

**\*Metrics Available to Measure Performance:**

Monthly performance reports will be submitted to ADOH.

**\*Retroactive:**

Yes. County received agreement from ADOH on 3/27/20. After several language changes, the agreement was finalized on 4/6/2020. If agreement is not approved, eligible Pima County residents will not receive funding for rental assistance.

MAY 14 2020 09:49 PC CLK/HD

GMI Approved 5-13-20 JLS

**Contract / Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Effective 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.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

**\*Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)

☒ Award ☐ Amendment

Document Type: GTAW Department Code: CS Grant Number (i.e., 15-123): 20-109

Effective Date: 3/27/20 Termination Date: 12/31/20 Amendment Number: \_\_\_\_\_

☐ Match Amount: \$ \_\_\_\_\_ ☒ Revenue Amount: \$ 600,000.00

**\*All Funding Source(s) required:** Arizona Department of Housing - 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)?**

Contact: Manira Cervantes

Department: Community Services


Telephone: 724-5710

Department Director Signature/Date: \_\_\_\_\_

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: \_\_\_\_\_

(Required for Board Agenda/Addendum Items)

  
C. R. Delaney 5/12/20

**FUNDING AGREEMENT  
with  
ARIZONA DEPARTMENT OF HOUSING**

**Table of Contents**

SECTION 1. FUNDS PROVIDED .....	2
SECTION 2. OTHER FUNDS .....	3
SECTION 3. ACCEPTANCE OF FUNDS .....	3
SECTION 4. DURATION.....	3
SECTION 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW .....	3
SECTION 6. SCOPE OF WORK.....	5
SECTION 7. REPORTS .....	5
SECTION 8. SCHEDULE OF COMPLETION .....	7
SECTION 9. BUDGET .....	7
SECTION 10. AMENDMENTS AND MODIFICATIONS .....	8
SECTION 11. ENVIRONMENTAL REVIEW CONDITIONS .....	8
SECTION 12. APPLICATION AND OTHER PRE-AWARD COSTS .....	9
SECTION 13. COMPENSATION AND METHOD OF PAYMENT.....	9
SECTION 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME .....	10
SECTION 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS .....	12
SECTION 16. REVERSION OF ASSETS.....	13
SECTION 17. DEPARTMENT OF HOUSING RESPONSIBILITIES .....	14
SECTION 18. SUBCONTRACTING .....	14
SECTION 19. FAILURE TO MAKE PROGRESS.....	14
SECTION 20. TERMINATION FOR CAUSE .....	15
SECTION 21. TERMINATION FOR CONVENIENCE .....	15
SECTION 22. ENFORCEMENT .....	15
SECTION 23. CANCELLATION .....	16
SECTION 24. RECORDS RETENTION .....	16
SECTION 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS.....	17
SECTION 26. AVAILABILITY OF FUNDS .....	17
SECTION 27. APPLICABLE LAW AND ARBITRATION.....	18
SECTION 28. INDEMNIFICATION.....	18
SECTION 29. FEDERAL GOVERNMENT LIABILITY .....	18

**FUNDING AGREEMENT  
with  
ARIZONA DEPARTMENT OF HOUSING**

**Table of Contents**

SECTION 30. AUDIT .....	18
SECTION 31. AUDIT EXCEPTIONS.....	18
SECTION 32. UNALLOWABLE USE OF FUNDS.....	19
SECTION 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS .....	19
SECTION 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF .....	19
SECTION 35. IDENTIFICATION OF DOCUMENTS .....	19
SECTION 36. COPYRIGHT .....	19
SECTION 37. RIGHTS IN DATA .....	20
SECTION 38. FUNDING CONDITIONS.....	20
SECTION 39. NON-DISCRIMINATION.....	20
SECTION 40. THIRD PARTY ANTITRUST VIOLATIONS.....	21
SECTION 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401 –IMMIGRATION LAWS AND E-VERIFY REQUIREMENT.....	21
SECTION 42. INSURANCE .....	21
SECTION 43. PRIVACY CONSIDERATIONS.....	24
SECTION 44. NOTICES.....	24
SECTION 45. REGISTRATION WITH SOCIAL SERVE .....	24
SECTION 46. ADOH SIGNAGE.....	24
SECTION 47. PHOTOGRAPHS.....	25

**ATTACHMENTS**

- |                                     |   |   |
|-------------------------------------|---|---|
| <input checked="" type="checkbox"/> | A | Scope of Work   |
| <input type="checkbox"/>            | B | Performance Report/Schedule of Completion                                       |
| <input checked="" type="checkbox"/> | C | Budget  |
| <input checked="" type="checkbox"/> | D | Request for Payment Form  |
| <input type="checkbox"/>            | E | Special Conditions of the Agreement   |
| <input type="checkbox"/>            | F | Certification and Other Requirements Relating to Title I or Title II Assistance |
| <input type="checkbox"/>            | G | Authorizing Resolution(s)   |
| <input type="checkbox"/>            | H | Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)   |

AGREEMENT NO. 535-20  
TERMINATION DATE 12/31/2020

**FUNDING AGREEMENT  
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING  
AND  
PIMA COUNTY, ARIZONA  
FOR  
HOUSING TRUST FUND – RENTAL/EVICTION PREVENTION ASSISTANCE**

This Funding Agreement ("Agreement") is made by and between:

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

- ☐ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").
- ☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").
- ☒ A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").
- ☐ A.R.S. § 41-3957 (State Housing Program Fund) ("**HPF**").
- ☐ The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").
- ☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").
- ☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1131 (Public Law 110-89). (National Housing Trust Fund) ("**NHTF**").
- ☐ Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").
- ☐ Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

☐ Southwest Gas Corporation, Weatherization Assistance Program ("SWG WAP").

and

**PIMA COUNTY, ARIZONA**  
through its Community Services, Employment and Training Department  
*(Entity)*

An Arizona County ("Recipient") DUNS #033738662-4000, located at

**2797 E. Ajo Way**

*Street*

**Tucson, AZ 85713**

*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 \$600,000 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☐ **CDBG, CFDA # 14.228**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

☐ **HOME, CFDA # 14.239**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

☒ **HTF**  
State Fiscal Year 2020  
\$600,000

☐ **HPF**  
State Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

☐ **HOPWA, CFDA # 14.241**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

☐ **COC, CFDA # 14.267**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

- ☐ **NHTF, CFDA # 14.275**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
- ☐ **DOE WAP, CFDA # 81.042**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
- ☐ **LIHEAP WAP, CFDA # 93.658**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
- ☐ **SWG WAP**  
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 **12/31/2020** unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

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

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

- ☐ **CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook*; and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.
- ☐ **HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; and (6) the *State Housing Fund Program Summary and Application Guide*.
- ☒ **HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.
- ☐ **HPF** funds require adherence to the *Special Needs Housing Manual* as revised.
- ☐ **COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual* as revised.
- ☐ **HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual* as revised.
- ☐ **NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, *Housing Trust Fund Interim Rule*; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) *State of Arizona Qualified Allocation Plan*; and (5) *National Housing Trust Fund Allocation Plan*.
- ☐ **DOE WAP** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan*.
- ☐ **LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan*.

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

## 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 prior 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 performance reports as indicated below.

- ☐ **CDBG, HOME, NHTF, HTF, HPF, COC, HOPWA, DOE WAP, LIHEAP WAP and SWG WAP.** Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20<sup>th</sup> of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Failure to submit *Bimonthly Performance Report* will result in suspension of payment reimbursement requests until such reports are brought current. **In addition to the *Bimonthly Performance Report*, for COC, 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 this Agreement.**
- ☐ **HOPWA** funded rental assistance and services ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30<sup>th</sup> annually.

**7.2 Contract Close-Out 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 ("Contract Close-Out Date"), except as provided hereunder. 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, and such obligation shall survive the Contract Close-Out Date. 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*.

☐ **CDBG, HOME, NHTF, HTF, HPF, or COC.** 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.

☐ **DOE WAP, LIHEAP WAP and SWG WAP.** Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the *Scope of Work* with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non-performing or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

## 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.

**Revisions to the Budget.** Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Budget*:

☐ **CDBG.** 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, NHTF, HTF and HPF.** 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.

☐ **DOE WAP, LIHEAP WAP, and SWG WAP.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

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.

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

## Section 11. ENVIRONMENTAL REVIEW CONDITIONS

Recipient must conduct an Environmental Review to determine the effects of each activity carried out with federal funds. Recipient agrees to follow the procedures indicated as marked below regarding Environmental Reviews:

☐ **CDBG, HOME, COC, HOPWA.** Conduct an Environmental Review in accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"). **For COC Recipients only,** local government entities are responsible for Environmental Reviews and requesting a release of funds from ADOH. 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.

Projects funded solely with HTF or HPF 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 SHF 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.

- ☐ **NHTF.** Projects funding with NHTF must adhere to the requirements of 24 CFR Part 93.301.
- ☐ **DOE WAP, 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 and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse 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. In order to be reimbursed for construction projects, unconditional release of lien documents from the general contractor and all subcontractors 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. Recipient's obligation to repay funds shall survive the Contract Close-Out Date.

## **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, either party 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 such party, 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. The right of cancellation shall survive the Contract Close-Out Date.

## **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 Contract Close-Out Date or termination. Recipient's obligation to retain records shall survive the Contract Close-Out Date.

- ☐ **CDBG funded projects only:** All CDBG records must be retained for at least three (3) years after the Contract Close-Out Date set forth in this Agreement between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

- ☐ **DOE WAP, LIHEAP WAP projects only:** All records must be retained for at least three (3) years after the Contract Close-Out Date set forth in this Agreement 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, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

#### **Section 26. AVAILABILITY OF FUNDS**

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

#### **Section 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**

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious 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. Use of Contractors and/or Subcontractors: If any work is contracted or subcontracted in any way, Recipient shall execute a written contract with Contractor or Subcontractor containing similar Indemnification provisions and shall set minimum insurance at or above the limits required by this Agreement. Recipient is responsible for executing the Agreement with the Contractor or Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

**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. § 35-181.3 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. Recipient's obligation under this section shall survive the Contract Close-Out Date.

**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. Recipient's obligation under this section shall not survive the Contract-Close-Out Date.

**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, REV. 05/25/2017

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, LIHEAP WAP) or state (HTF) funds 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

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

---

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:

**PIMA COUNTY, ARIZONA**

**Attention: Director, Community Services Employment and Training**

**2797 E. AJO WAY,**

**TUCSON, AZ 85713**

**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.

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

PIMA COUNTY

BY: \_\_\_\_\_  
Carol L. Ditmore

BY: \_\_\_\_\_

TITLE: Director

TITLE: Chair, Pima County Board of Supervisors

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

5/12/20

\_\_\_\_\_  
Arnold Palacios, Director

\_\_\_\_\_  
Date

Community Services, Employment & Training

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen S. Friar

Karen S. Friar, Deputy County Attorney

**ATTACHMENT A**  
**Pima County Community Services**  
**#535-20**

**SCOPE OF WORK**

**SUMMARY:**

The Arizona Department of Housing (“ADOH”) has determined that Rental/Eviction Prevention Assistance may be needed to address the economic impact and hardship to Arizona households as a result of the COVID-19 outbreak (“COVID-19”). The goal of this contract is to provide financial assistance to individuals and families that are unable to pay 100% of their rent.

**Recipient** shall administer Rental/Eviction Prevention Assistance (“Assistance”) in Pima County. Households eligible to receive assistance must be able to document that their current financial hardship is due to COVID-19, and have a total household income at/or below one hundred percent (100%) of Area Median Income (“AMI”) during the month for which they are seeking assistance. **Recipient** will screen and evaluate households for financial assistance based on documentation that COVID-19 has had an economic impact resulting in an inability to pay rent, leading to possible eviction. **Recipient** will screen and evaluate applications for financial assistance and approve eligible households with Assistance up to \$2,000 per month. Households will be required to pay 30% of their gross household income for the month directly to their landlord/property owner, with program paying the remaining balance up to \$2,000 directly to the property owner.

By the signing of this contract, **Recipient** is certifying that the agency is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state debarment agency.

**TERM OF AGREEMENT:**

This Agreement is herein executed from March 27, 2020 to December 31, 2020. Term may be extended based on continuous need and available funding.

**EXPENDITURE RATE:**

**Recipient** shall submit Request for Payments (Attachment D) no later than 30 days of the end of each month for expenditures actually incurred, with supporting documentation for all funds to be reimbursed. Depending on the speed of utilization, **Recipient** may request reimbursement at more frequent intervals if needed to meet Assistance cash flow needs.

Households are to be served on a first come, first serve basis. Households need to be experiencing a financial crisis due to COVID-19, which may include:

- Reduction or loss of income
- Health and safety concerns
- Crisis event that can be supported with documentation connecting it to COVID-19

Required documentation –

- Copy of a valid driver's license or other form of identification showing the individual lives at the address to be assisted.
- Copy of an executed lease verifying that the person requesting the assistance is named on the lease.
- Documentation regarding economic crisis/impact (i.e., notice from employer regarding closing business, shortening hours, hospitalization, quarantined, childcare/school unavailability.)
- Proof of gross income prior to and post application for assistance (for comparison)
- Proof of gross income for the month prior to the month for which Assistance is requested.
- Most recent Bank Statement.
- **Note:** No past due, late notice or eviction notice is required.

**REPORTING REQUIREMENTS:**

Recipient shall submit a Monthly Report generated by the ADOH system and attach it to all Requests for Payment which will include the following:

- 1) Total number of households receiving financial assistance

- 2) Total dollar amount per household, listed along with Head of Household Name
- 3) Documentation of type of crisis (i.e. loss of job, reduced hours, childcare, )

**KEY DUTIES INCLUDE:**

**A. Conducting an eligibility assessment**

1. Access applications assigned to the agency from the program portal for completeness an eligibility review.
2. If necessary, conduct telephonic interview to follow up on as soon as possible, preferably within 72 business hours of receipt.
3. Confirm household meets eligibility criteria as specified on the ADOH Eviction Prevention Policy Guideline that this current situation is a result of COVID-19.
4. Communicate with the applicant in writing, detailing any missing information or documentation that is needed to consider the application further. Notify applicant that responses must be received within five business days or the application will be denied for assistance.
5. Must be able to take telephone application for applicants incapable of applying for assistance online and enter the application into the system.
6. Must have procedures to answer questions and inquiries from applicants and potential applicants over the phone.

**B. Determining level of financial assistance needed**

1. Review all household income verification information and compare to submitted documents. Valid documents may include pay stubs, bank statements, social security award letter, termination letters, etc.
2. Determine that the total household gross income does not exceed 100% AMI for the month for which assistance is requested (e.g., April income for April rent payment.) Gross Monthly income should be annualized for purposes of AMI comparison.
3. Compare current (projected) monthly gross income to previous month (actual) gross income to verify reduction in income occurred.
4. Utilize household worksheet to determine 30% of their current income for them to pay towards rent.

**C. Providing communication and advocacy with property owners on behalf of eligible households**

1. Initiate contact with property owner and issue payment voucher if and when financial assistance is appropriate. Provide approximate period to both the property owner and household of when to expect the financial assistance voucher.



# Arizona Department of Housing

HTF Rental/Eviction Prevention Assistance-Pima County

Attachment C-Page 29

Budget ADOH 535-20						
Recipient	Pima County Community Development Services				Date	
Contract No./File No.	535-20 Contract Period: from 03/27/2020 - 12/31/2020				Revision No.	
Activity	HTF: Administration, Support Services, Rental Assistance					
Recipient Address	2797 E. Ajo Way				City	Tucson
Contact Person	Manira Cervantes				Fax	
Phone	520-724-5710	Email	<a href="mailto:Manira.Cervantes@pima.gov">Manira.Cervantes@pima.gov</a>		Zip Code	85713
Program Specialist	Chavon Woods	Email	<a href="mailto:Chavon.Woods@azhousing.gov">Chavon.Woods@azhousing.gov</a>		County	Pima
a	c	d	e	f	g	h
Budget Line Item or Activity No.	HTF 2020	Source Program Year	Source Program Year	Source Program Year	Source Program Year	Source Program Year
Act. 1 Administration	\$ 30,000.00					
Act. 2 Support Services	\$ 90,000.00					
Act. 3 Rental Assistance	\$ 480,000.00					
Total	\$ 600,000.00	\$ -	\$ -			

REV. 8-2013



# Arizona Department of Housing

HTF Rental/Eviction Prevention Assistance- Pima County

Attachment D- Page 30

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

Recipient	Pima County	Date	
Contract No	535-20 Contract Period: from 04/27/2020 to 12/31/2020	Pay Req. No/Mo	
Activity	HTF: Administration, Support Services, Prevention Assistance	Direct Wire Dep	Yes X No
Recipient Address	2797 E. Ajo Way	City	Tucson
Contact Person	Manira Cervantes	ZIP	85713
Phone	520-724-5710	Email	<a href="mailto:Manira.Cervantes@pima.gov">Manira.Cervantes@pima.gov</a>
Program Specialist	Chavon Woods	Email	<a href="mailto:Chavon.Woods@azhousing.gov">Chavon.Woods@azhousing.gov</a>
		Fax	
		County	Pima

**Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of timesheets 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.	HTF 2020	HUD-COC	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Act. 1 Administration		\$30,000.00			\$30,000.00		\$ 30,000.00
Act. 2 Support Services		\$90,000.00			\$90,000.00		\$ 90,000.00
Act. 3 Prevention Assistance		\$480,000.00			\$480,000.00		\$ 480,000.00
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
<b>Total</b>		<b>\$ 600,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 600,000.00</b>	<b>\$ -</b>	<b>\$ 600,000.00</b>

Recipient Authorized Signature	Date	Title
--------------------------------	------	-------

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

Performance Reports	<input type="checkbox"/> Current	<input type="checkbox"/> Not Current	For ADOH Use Only	
ADOH Program Specialist Approval	Date		ADOH Program Administrator Approval	Date



Arizona  
Department  
of Housing

**HTF Eviction Prevention- Pima County**

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

Recipient	Pima County Community Service				Date		
Contract No	535-20	Contract Period: from 03/27/2020 to 12/31/2020			Pay Req. No		
Budget Line Item or Activity No	Description of Expense (List in according to funding source)	Paid (or Payable) to	Date Paid	Check # Invoice PO	Invoice Amount Charged to COC/HTF	Balance paid by other source	Name of other source
Totals							

# Certification Regarding Debarment and Suspension

U.S. Department of Housing  
and Urban Development

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

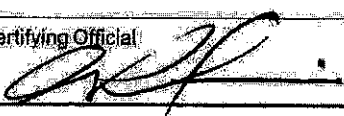
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (3) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant  
Pima County

Date  
5/12/20

Signature of Authorized Certifying Official



Title  
Director, Community Services, Employment & Training