

**SUBRECIPIENT AGREEMENT  
BETWEEN  
PINAL COUNTY  
AND  
COMMUNITY ACTION HUMAN RESOURCE AGENCY  
FOR  
EMERGENCY SOLUTIONS GRANT PROGRAM**

THIS SUBRECIPIENT AGREEMENT (the “Agreement”) is made on December 21, 2022 by and between PINAL COUNTY, a political subdivision of the State of Arizona (the “County”) and COMMUNITY ACTION HUMAN RESOURCE AGENCY, an Arizona nonprofit corporation (the “Subrecipient”). The County and the Subrecipient are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

**RECITALS**

- A. Pursuant to Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. §§ 11371 et. seq.), as amended (the “Act”) and applicable rules and regulations of the United States Department of Housing and Urban Development (“HUD”) governing the conduct of Emergency Grant Solutions Grant (“ESG”) programs, found at Title 24 of the Code of Federal Regulations (“CFR”), as amended, (the “Regulations”), the County is a qualified urban county entitled to receive ESG funding through HUD.
- B. As provided in the Regulations, the County is authorized to contract by subgrant agreement with private nonprofit organizations to carry out all eligible activities thereunder (24 CFR § 576.202(b)).
- C. The County has extended the availability of ESG funding, administered by the County, to support local private nonprofit organizations that provide services to persons who are at risk of experiencing homelessness or who are homeless.
- D. The County desires to provide funding to assist Subrecipient in conducting its programs and services, consistent with the Act and Regulations, through the distribution of HUD ESG funds (“Funds” or “Funding”) as set forth in this Agreement and Subrecipient desires the same.
- E. The Subrecipient certifies that is a recognized private nonprofit organization under the laws of the State of Arizona and section 501(c) of the Internal Revenue Code of 1986, and as defined at 24 CFR § 576.2, and has submitted an application to the County for funding to support its programs and services.
- F. The Subrecipient certifies the services and activities being offered and to be performed under this Agreement are eligible under 24 CFR Part 576 and further certifies that its request for Funding from the County is not a duplication of financial assistance received or reasonably expected to be received from another entity.

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## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and consistent with the requirements of the Act and Regulations, the Parties agree as follows:

### **1. Project Scope.**

- a. The scope of the activities and/or services contemplated by this Agreement are set forth in the attached **Exhibit “A”** (the “Project”). The Subrecipient agrees to perform the work necessary to implement, operate, and/or complete the Project as provided in **Exhibit “A”**, including by, but not limited to, providing all necessary or reasonable labor, materials, services, supervision, tools, equipment, licenses, and permits necessary to do so.
- b. Services and activities funded by ESG Funds are limited to the following five (5) program components, as set forth more fully at 24 CFR §§ 576.101-108: (1) street outreach; (2) emergency shelter; (3) homelessness prevention; (4) rapid re-housing assistance (including housing relocation and stabilization services, and short-term and medium-term rental assistance); and (5) Homeless Management Information System (“HMIS”). The five program components and the eligible activities that may be funded under each are set forth in 24 CFR 576.101 through 576.107. Eligible administrative activities are set forth in § 576.108.

### **2. Parties’ Obligations.**

- a. County. The County shall be primarily responsible for ensuring compliance with all Federal, State and local laws, ordinances, rules, regulations and requirements applicable to the County as a recipient of ESG Funds as indicated under 24 CFR Part 576.
- b. Subrecipient. The Subrecipient shall be primarily responsible, after consultation with County, for all work in connection with the Project. The Subrecipient shall be responsible for compliance with all Federal, State and local laws, ordinances, rules, regulations and requirements applicable to subrecipients of ESG Funds under 24 CFR Part 576, including, but not limited to the requirement to conduct an initial evaluation to determine the eligibility of each individual or family’s eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing per 24 CFR 576.401. The Subrecipient must re-evaluate the program participant’s eligibility and the types and amounts of assistance the program participant needs once every 3 months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance. Each re-evaluation of eligibility must meet the requirements established under 24 CFR 576.401(b)(1).

### **3. Funding and Project Budget.**

- a. The County will fund to the Subrecipient for the full performance of this Agreement and the actual conduct associated with the Project as set forth at **Exhibit “A”**, a total subgrant amount not to exceed **\$33,500.00**. This amount constitutes the entire consideration for the County’s participation in the performance and completion of all work to be performed for the Project under this Agreement.

- b. A detailed project budget is included under Exhibit "A". The County shall reimburse the Subrecipient only for actual incurred costs upon the presentation of properly documented reimbursement requests. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards for fund control and accountability as set forth at 2 CFR § 200.302.
- c. Pre-award costs may be applicable and allowable under this Agreement per 24 CFR § 200.458; consultation with, and approval by, the County, however, will be required before such costs may be subject to reimbursement.
- d. The Subrecipient's final request for financial assistance under this Agreement must be submitted to the County within fifteen (15) days of the expiration or termination of this Agreement.
- e. The Subrecipient must make a concerted, good-faith effort to expend the total Funding amount specified above within the term of this Agreement. The Subrecipient's costs and expenditures shall not exceed the total Funding amount. The County shall not be liable for or reimburse the Subrecipient for any extra costs or overruns on the Project, or any additional Funding in excess of the total amount stated above.
- f. If any action is taken by the federal government to suspend, decrease, or terminate its fiscal obligation under, or in connection with this Agreement, the County may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The County shall give written notice of the effective date of any suspension, amendment or termination under this section. Notice shall be deemed effective upon the Subrecipient when received or three days after postmarked by mail carrier, whichever is sooner.
- g. The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Subrecipient, as provided herein, are actually available to the County for disbursement.
- h. Reversion of Funds and Assets.
  - i. The Subrecipient will return to the County, upon expiration or termination of this Agreement, all Program Income, and any accounts receivable resulting from the use of ESG fund, including Program Income, within 30 days after the end of the Agreement Term. Any funds held by the County at the end of the Agreement Term or refunded to the County shall be reallocated by the County.
  - ii. If the Subrecipient fails to use ESG-assisted real property in a manner that meets an ESG eligible activity for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG funds for acquisition of, or improvements to, the property. Such payment shall constitute Program Income to the County.

- iii. In all cases in which equipment acquired, in whole or in part, with ESG Funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be: (a) transferred to the County for its ESG program; or (b) retained after compensating the County in an amount equal to the current fair market value of the equipment less the percentage of non-ESG funds used to acquire the equipment.

i. Matching Funds.

- i. The Subrecipient shall match the funds provided in this Agreement. In accordance with 42 USC § 11375, ESG Funds must be matched 100% with eligible sources. Eligible match sources are identified in 24 CFR § 576.201.
- ii. The Subrecipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, noncash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs. (24 CFR § 576.500).
- iii. Eligibility of matching fund sources shall be subject to review and approval by the County. In the event the County determines that the Subrecipient's match funds are not in compliance with HUD regulations, policies or directives, the County may, in its sole discretion, either: 1) suspend this Agreement; or 2) reduce the total Funding amount in the amount proportionate to the ineligible match fund.

j. Program Income.

- i. Program Income shall have the meaning provided in 2 CFR 200.80.
- ii. Gross income received by the Subrecipient which is directly generated by the activity funded by this Agreement is considered Program Income. This includes rent and occupancy charges paid directly to the Subrecipient, security and any utility deposits returned to the Subrecipient, and income received from program participants for services performed.
- iii. Program Income earned by the Subrecipient shall be retained by the Subrecipient and used for ESG eligible activities, as described in Section 1.b. of this Agreement. Costs incurred to generate the Program Income may be deducted from gross income to calculate Program Income, unless the costs were paid using ESG funds.
- iv. The Subrecipient shall maintain records of the receipt and use of Program Income during the term of this agreement.
- v. Any unspent Program Income at grant close out shall be returned to the County.

- vi. Program Income spent by the Subrecipient shall count toward the matching requirements described in this Agreement.
- vii. The Subrecipient shall submit documentation supporting the amount of Program Income received and spent with monthly invoices submitted for payment.
- k. Indirect Costs. Before seeking reimbursement for indirect costs, the Subrecipient shall develop an indirect cost allocation plan for determining the Subrecipient's appropriate share of administrative costs in accordance with 24 CFR § 576.109 and 2 CFR 200, and submit such plan in advance to the County for review and approval. Indirect costs may be allocated to each eligible activity under 24 CFR §§ 576.101 through 576.108, so long as that allocation is consistent with 2 CFR part 200, subpart E. The indirect costs charged to an activity subject to an expenditure limit under § 576.100 must be added to the direct costs charged for that activity when determining the total costs subject to the expenditure limit.
- l. Uniform Requirements. The Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Final Guidance and all relevant provisions of 2 CFR Part 200, including, but not limited to, Appendix II to Part 200, regardless of whether the same are specifically set forth in this Agreement.

#### **4. Schedule of Completion.**

- a. Effective Dates. The effective dates of this Agreement are upon execution by the Chair of the Board of Supervisors and ends upon expiration of the minimum use period, which varies by type of eligible activity, which is at minimum for the period during which the ESG funds are provided (*see e.g.*, 24 CFR 576.101(b) regarding street outreach, and 24 CFR 576.102(c)(2) regarding essential services and shelter operations) and could be for a period of not less than 3 or 10 years (in the case of renovated buildings under 24 CFR 576.102(c)(2), as set forth more fully at Section 8 hereof) unless otherwise terminated or extended as provided for herein, and except as provided for in the following section 4.b.
- b. Close-Outs. Notwithstanding the foregoing, the Subrecipient's obligation to the County under this Agreement shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Further, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ESG funds, including program income

#### **5. Subrecipient Warranties and Representations.** The Subrecipient agrees and certifies:

- a. The Subrecipient will continue to maintain throughout the term of this Agreement, a designation under state and federal law as a tax-exempt, nonprofit organization, and meet the definition of "private nonprofit organization" as set forth at 24 CFR § 576.2.
- b. The Subrecipient's governing body has duly adopted or passed as an official act, a resolution, motion, or similar action authorizing the person identified as the official

representative of the Subrecipient to execute this Agreement, including the Certifications hereto, and to comply with the terms of this Agreement.

- c. That it possesses legal authority to execute this Agreement.
- d. That it intends to provide the service for which funds are granted under this Agreement for at least the term of this Agreement.
- e. The Subrecipient will utilize normal and customary practices for the delivery of the Project, and provide a level of service that is consistent with the level of service for similar activities administered by the Subrecipient exclusive of this Agreement as defined by the Scope of Services attached at **Exhibit "A"**.
- f. The Subrecipient will comply with all applicable laws and regulations, regardless of whether the same are specifically referenced herein. *See also* Section 6, below.
- g. The Subrecipient is independent of the County in all respects and is not an agent for the County and must not in any way represent itself as an agent of the County. The relationship of the County and the Subrecipient under this Agreement shall be that of an independent contractor status. Each Party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law. Nothing contained in this Agreement shall be construed to create the relationship between the County and the Subrecipient of employer and employee, partners or joint ventures. The County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance, as the Subrecipient is an independent contractor.
- h. The Parties agree that all contracts awarded to contractors in connection with the Project shall include a provision stating that the contractor understands and acknowledges that contractor must comply with the Americans and Disabilities Act, The Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1988, A.R.S. §34-301; A.R.S. §34-302; A.R.S. §41-4401 and A.R.S. §23-214(A), is listed on the SAM.gov website, not listed on the excluded parties list (*see* Appendix II, Subsection (H) of 24 CFR § 200), and that the contractor shall include this provision in any contract the contractor enters into with any and all of its subcontractors who provide services under any contract awarded to contractor by County or Subrecipient in relation to the Project.
- i. The Parties agree that all contracts awarded to contractors and/or subcontractors in connection with the work to be performed under this Agreement shall include the following provisions:
  - i. The contractor, or subcontractor, whichever is applicable, warrants its compliance with all federal immigration laws and regulations relating to its employees and its compliance with A.R.S. § 23-214A;
  - ii. A breach of warranty under paragraph i. above shall constitute a material breach of the contract and is subject to penalties up to and including termination of the contract;

- iii. Pursuant to the provisions of A.R.S. § 41-4401, the contractor or subcontractor, whichever is applicable, warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214 which requires verification of each employee's legal employability, after they are employed, using the e-verify program. Contractor and/or subcontractor shall obtain statements from their employees and subcontractors certifying compliance and shall furnish the statements to County or Subrecipient, as applicable. County and Subrecipient, at their sole discretion, may conduct random verifications of employment records of the contractor and any subcontractors to ensure compliance. The contractor agrees to assist in performing any such random verifications. These certifications shall remain in effect through the term of the contract. The contractor and subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract.
- j. The Subrecipient is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel pursuant to A.R.S §35-393.01(A). Further that a breach of this Certification shall constitute a material breach of this Contract that is subject to penalties up to and including termination of this Agreement and that the County retains the legal right to inspect the records of the Subrecipient to ensure compliance with this certification.
- k. Pursuant to A.R.S. § 35-394, the Subrecipient certifies that it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. The Subrecipient further acknowledges and agrees that (1) if the Subrecipient becomes aware during the term of this Agreement that it is not in compliance with this certification that the Subrecipient will notify the County within five (5) business days after becoming aware of the noncompliance; and (2) if the Subrecipient does not provide the County with a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date. The County retains the legal right to inspect the records of the Subrecipient to ensure compliance with this certification for the duration of this Agreement.

## **6. Compliance with Laws and Regulations.**

- a. The Subrecipient will comply with the ESG regulations set forth at 24 CFR Part 576 and all applicable federal, state and local laws, statutes, ordinances, administrative rules, building codes, regulations and lawful orders of any public authority bearing on the performance of the Project pursuant to this Agreement, including, but not limited to, the Fair Housing Act (42 U.S.C. 3601 – 3619) and implementing regulations, 24 CFR Part 5, 2 CFR Part 200, the nondiscrimination and equal opportunity requirements at 24 CFR § 5.105(a), the equal access in accordance with gender identity requirements at 24 CFR §

5.106, equal participation of faith-based organizations requirements at 24 CFR § 5.109, the housing counseling requirements at 24 CFR § 5.111, the affirmatively furthering fair housing requirements at 24 CFR § 5.150, the Privacy Act requirements at 24 CFR § 5.212, Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR Part 75 (except that homeless individuals have priority over Section 3 residents in accordance with 24 CFR § 576.405(c)), and those identified in **Exhibit “B”**, Federal Laws and Regulations, and **Exhibit “C”**, Certifications.

- b. **Emergency Solutions Grants Program.** The Subrecipient shall comply with the McKinney-Vento Homelessness Assistance Act as amended by the HEARTH ACT of 2009 (42 U.S.C. §§ 11371-11378), and will acknowledge that the funds being provided by the County hereunder are received by the County pursuant to Title 42 of the U.S. Code, as well as Title 24, Part 576 of the Code of Federal Regulations. Expenditures of these funds will be in accordance with ESG program related laws and with all pertinent regulations issued by agencies of the federal government.
- c. *See* **Exhibit “D”** for Pinal County’s ESG Program Guidelines, with which the Subrecipient hereby agrees to comply.
- d. The Subrecipient shall participate in the Pinal County Coalition to End Homelessness, Coordinated Entry and Homeless Management Information System under the Balance of State Continuum of Care per the requirements of 24 CFR § 576.405.
- e. **Single Audit Act Requirements.** If the Subrecipient receives federal funds that, in the aggregate, equal or exceed the threshold identified in the Uniform Administrative Requirements, the Subrecipient must have an annual single audit in compliance with the Single Audit Act of 1984, as amended (Public Law No. 98-502 (codified at 31 U.S.C. §§ 7501 et. seq.)). The Subrecipient shall comply with 2 CFR Part 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County when completed but no later than nine (9) months following the close of the fiscal year. Subrecipient shall take corrective actions on any issues noted during the audit within six months of the date of receipt of the reports. The County shall consider the sanctions as described at 2 CFR § 200.339 if the Subrecipient is not in compliance with these audit requirements.

If the Subrecipient receives an audit other than a single audit, the Subrecipient must file a copy of the audit with the County upon request.

- f. **Conflicts of Interest.** The Parties acknowledge that no member of the governing body of the County or any employee of the County who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Agreement pertains has a personal interest, direct or indirect, in this Agreement.
  - i. **Organizational Conflicts of Interest.** The provision of any type or amount of ESG assistance may not be conditioned on an individual’s or family’s acceptance or occupancy of emergency shelter or housing owned by the Subrecipient or a parent or subsidiary of the Subrecipient. The Subrecipient may not, with respect to individuals or families occupying housing owned by the Subrecipient, or any parent or subsidiary of the Subrecipient, carry out the initial evaluation required by 24 CFR

§ 576.103. The Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest required under 2 CFR § 200.318.

- ii. Individual Conflicts of Interest. For the procurement of goods and services, the Subrecipient must comply with 24 CFR §§ 200.317 and 200.318. For all other transactions and activities, the Subrecipient shall follow the restrictions outlined at 24 CFR § 576.404(b)(1-13). All subcontractors of the Subrecipient must comply with the same requirements of this section.
  - iii. Contractors. All contractors of the Subrecipient must comply with the same requirements that apply to the Subrecipient under this section.
- g. Certifications. In additions to the agreements and certifications made elsewhere in this Agreement, the Subrecipient must execute the following certifications, which are attached as **Exhibit “C”**, Certifications:
- i. Policy of Nondiscrimination on the Basis of Disability;
  - ii. Anti-Lobbying, Section 319 of Public Law 101-121;
  - iii. Contracting with Small and Minority Firms, Women’s Business Enterprises and Labor Surplus Area Firms;
  - iv. Drug-free Workplace Act of 1988;
  - v. Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions.
- h. Procurement. The Subrecipient shall comply with all federal, state and County procurement laws, regulations, and policies to ensure a fair and open procurement process which encourages participation from small and disadvantaged businesses including minority and women owned businesses in accordance with 2 CFR Part 200. *See* Certification Regarding Contracting with Small and Minority Firms, Women’s Business Enterprises and Labor Surplus Area Firms, attached hereto as **Exhibit “C”**. Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR §§ 200.318 – 327.
- i. Environmental Review. In accordance with 24 CFR Part 50 and 24 CFR Part 58, an environmental review of each project carried out with federal funds must be completed. Completion of the review and receipt of a release of funds is required prior to expending funds. The Subrecipient will comply with all applicable federal, state, and local environmental laws applicable to this activity, and will work with the County to ensure compliance with these laws and related requirements. The Subrecipient agrees and acknowledges that per 24 CFR § 576.407(d)(2), the Subrecipient and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property in relation to the Project until HUD has performed an environmental review under 24 CFR Part 50 and the Subrecipient has received HUD approval for the property.

## 7. Cost Disallowances.

- a. The Subrecipient shall, upon written notice thereof, reimburse the County for any payments made under this Agreement that are disallowed by federal, state, or County audit, or monitoring in the amount of the disallowance, as well as court costs and attorney's fees the County spends to pursue legal action related to the disallowance. Court costs and attorney's fees incurred will be specifically identified, applicable, to the recovery of the disallowed costs in question.
- b. If the County determines that a cost for which payment has been made is a disallowed cost, the County will notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.
- c. If the County determines that the Subrecipient has failed to follow a federal or state law relative to the activities provided under this Agreement, the County may, at its discretion, require the Subrecipient to repay the entire amount of the Agreement, except as otherwise noted in this Agreement.

## 8. Renovation of Buildings. The renovation of buildings under this Agreement shall be in compliance with the requirements of 24 CFR Part 200, and 24 CFR § 576.102, as applicable, which shall include, but are not limited to, the following:

- a. Minimum Use Period. Real property under the Subrecipient's control that was acquired or improved in whole or in any part with ESG Funds must be used in accordance with the terms of this Agreement and 24 CFR § 576.102, for a period of time as follows:
  - i. Each building renovated with ESG funds must be maintained as a shelter for homeless individuals and families for not less than a period of 3 or 10 years, depending on the type of renovation and the value of the building. The "value of the building" is the reasonable monetary value assigned to the building, such as the value assigned by an independent real estate appraiser. The minimum use period begins on the date the building is first occupied by a homeless individual or family after the completed renovation. A minimum period of use of 10 years, required for major rehabilitation and conversion, must be enforced by a recorded deed or use restriction.
  - ii. **Major rehabilitation.** If the rehabilitation cost of an emergency shelter exceeds 75 percent of the value of the building before rehabilitation, the minimum period of use is 10 years;
  - iii. **Conversion.** If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the minimum period of use is 10 years;
  - iv. **Renovation other than major rehabilitation or conversion.** In all other cases where ESG funds are used for renovation, the minimum period of use is 3 years

- b. After expiration of the required use period, the Subrecipient is free to use the real property for another use without obligation to the County

## **9. Reporting.**

- a. The Subrecipient will cooperate with the County for completion of the Consolidated Annual Performance and Evaluation Report, and with respect providing the County with all information necessary for it to otherwise comply with any and all other reporting requirements relating to the use of ESG Funds.

## **10. Recordkeeping and Accounting.**

- a. The Subrecipient agrees to comply with 24 CFR Part 200, as applicable, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain accurate books, records, and other documents pertinent to the Project to be funded under this Agreement sufficient to support and document all costs and that allowable services were provided to eligible participants, and all other records required to be maintained and kept by the Regulations including, but not limited to:
  - i. Those records set forth at 24 CFR § 576.500;
  - ii. Records required to determine the eligibility of activities;
  - iii. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG assistance;
  - iv. Records documenting compliance with the fair housing and equal opportunity components of the ESG program;
  - v. Records to support that costs incurred were reasonable and allocable to the Project under this Agreement.
  - vi. Records relating to client data demonstrating client eligibility for services provided. Such records shall reflect data to include, but is not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request. This information shall be maintained in HMIS.
  - vii. Financial records; and
  - viii. Other records necessary to document compliance with 24 CFR Part 576.
- b. Retention. The Subrecipient will retain all Project and related financial records and other books and documents as required by this Agreement or the Regulations for a minimum period of five (5) years, or for such longer time as set forth herein or otherwise required by the Regulations. This five (5) year retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under this Agreement are reported on for the final time.

- i. Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for five (5) years.
  - ii. Where ESG Funds are used to renovate an emergency shelter or to convert a building into an emergency shelter and the costs charged to the ESG grant exceed 75 percent of the value of the building before renovation or after conversion, records must be retained for ten (10) years per 24 CFR § 576.500(y).
  - iii. Notwithstanding the above, if there is an investigation, administrative action, claims, audits, litigation, negotiation, or similar actions involving the Project, all existing records relating to the Project or otherwise required to be maintained under this Agreement and the Regulations must be retained until completion of the actions and the resolution of all issues, or for the five (5) year-period, whichever occurs later.
- c. Confidentiality of Records. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly related with the administration of the County's or the Subrecipient's responsibilities with respect to the services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian. Accordingly, the use or disclosure by any Party of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the conduct of this Agreement. Subrecipient shall safeguard the confidentiality of this information and include a clause to this effect in all subcontracts. Further:
  - i. Per CFR 24 § 576.500(x), the Subrecipient must develop and implement written procedures to ensure:
    - 1. All records containing personally identifiable information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or received ESG assistance will be kept secure and confidential;
    - 2. The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter; and
    - 3. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the Subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.
  - ii. The confidentiality procedures of the Subrecipient must be in writing and must be maintained in accordance with this Agreement and the Regulations.

d. Access to Records, Audits & Inspections.

- i. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.
- ii. Federal Government Rights. Notwithstanding the confidentiality procedures established under 24 CFR § 576.500(x), and as set forth above, the Subrecipient must comply with the requirements to access to records in 2 CFR § 200.337.
- iii. The requirement for allowing access by the County to the Subrecipient's records as set forth herein extends to the Subrecipient's own subrecipients or contractors or subcontractors and the Subrecipient shall cause the same to likewise to furnish all information and reports required hereunder and to permit access to their books, records and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

**11. E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Subrecipient warrants its compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Subrecipient or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the County under the terms of this Agreement. The County retains the legal right to randomly inspect the papers and records of the Subrecipient to ensure compliance with the above-mentioned warranty. The Subrecipient warrants to keep its papers and records open for random inspection during normal business hours by the County. The Subrecipient shall cooperate with the County's random inspections, including by granting the County entry rights onto its properties to perform the random inspections and waiving its rights to keep such papers and records confidential.

**12. Anti-Lobbying.** *See* Certification Regarding Anti-Lobbying, Section 319 of Public Law 101-121 attached hereto at Exhibit "C".

**13. Religious Activities Prohibited.** The Subrecipient agrees that none of its costs and none of the costs incurred by any vendor paid for from the ESG Funds will include any expense for any religious activity, including, but not limited to, worship, religious instruction, or proselytization. If the Subrecipient is a primarily religious organization, funds provided under this Agreement are subject to the provisions of 24 CFR § 576.406.

**14. Political Activities.** None of the funds, materials, property or services contributed by the County or the Subrecipient under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

**15. Indemnification and Hold Harmless.**

- a. Should the Subrecipient perform any work knowing it to be contrary to the applicable laws, ordinances, rules or regulations, it will assume full responsibility to correct the noncompliance and bear all costs, fees, or penalties resulting therefrom. The Subrecipient shall be solely responsible for all damages to persons or property that occur as a result of negligence or fault of the Subrecipient in connection with the performance of the Project pursuant to this Agreement.
- b. The Subrecipient will indemnify, defend, and hold harmless the County, its board, elected officials, agents, staff, employees, officers, directors, affiliates, successors and assigns, from all claims and suits, actions, loss, damage, expense, costs or claims, of any character or any nature, including any claims of negligence, whether known or unknown, in law or equity ("Claims"), including attorneys' fees and costs of litigation, which arise out of any act or omission, or work done in fulfilling the terms of this Agreement or on account of any act, omission, claim or other amount arising or recovered under Workmen's Compensation Law, or arising out of the failure of the Subrecipient or those acting under the Subrecipient, including its employees, contractors, agents, and any other person or entity acting for or on the Subrecipient's behalf, to conform to any statutes, ordinances, regulations, codes, law, or court decree. This indemnification and hold harmless agreement expressly includes the reasonable attorneys' fees and costs the County may incur in enforcing this paragraph.
- c. It is the intent of the Parties to this Agreement that the County, its board, elected officials, agents, staff, employees, officers, directors, affiliates, successors and assigns, will, in all instances, except for loss of damage resulting from the sole negligence of the County, be indemnified against all liability, loss, or damage or any nature whatever for or on account of any injuries to or death of person or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Agreement, regardless of whether or not the liability, loss or damage is caused in part by, or alleged to be caused in part by, but not solely, the negligence or fault of the County. It is agreed that the Subrecipient will be responsible for primary loss investigation, defense and judgment costs where this Agreement of indemnity applies.

**16. Conflicting Provisions.** If the Subrecipient discovers that any of the Agreement documents are in conflict with any laws, statutes, ordinances, rules, building codes, regulations or lawful orders of a public authority, the Subrecipient will promptly notify the County, in writing, of such conflict specifying any necessary changes to the Agreement documents or work to eliminate the conflict. All applicable federal regulatory requirements shall govern in the event of any inconsistency with the terms of this Agreement.

**17. Amendments.**

- a. The County or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County's

governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the County or the Subrecipient from its obligations under this Agreement.

- b. The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the County and the Subrecipient.

**18. Assignment and Subcontracting.** No right, liability, obligation or duty under this Agreement may be assigned, delegated, transferred or subcontracted, in whole or in part, without the prior written approval of the County. The Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated or subcontracted, in whole or in part, unless the County agrees, in writing, otherwise.

**19. Termination; Suspension.**

- a. In accordance with 2 CFR Part 200, Subpart D, §§ 200.339, et seq., the County may implement any remedy set forth therein or suspend or terminate this Agreement as a remedy for failing to comply with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of the ESG program, the use of ESG Funds, or the terms of this Agreement, which include, but are not limited to, the following:
  - i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
  - ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
  - iii. Ineffective or improper use of Funds provided under this Agreement; or
  - iv. Submission by the Subrecipient to the County reports that are incorrect or incomplete in any material respect.
- b. Notwithstanding this section, the County's decision to waive or defer compliance with any term or condition of the Subrecipient's required performance under this Agreement does not act, nor will it be deemed or interpreted to act as, a waiver or deferment of any subsequent non-compliance of the same or any other required performance under this Agreement.
- c. The County or the Subrecipient may terminate this Agreement for convenience without cause upon a 30-day notice. The Party initiating the termination will notify the other Party in writing stating the reason(s) for such termination.
- d. In the event of termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the County, become the property of the County, and the Subrecipient shall be entitled to receive just and equitable

compensation for any satisfactory work completed on such documents or materials prior to the termination.

- e. The County may suspend this Agreement, in whole or in part, if the Subrecipient fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein.
- f. This Agreement is subject to the provisions of A.R.S § 38-511 and may be canceled without penalty or further obligation to the County if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of any other party to this Agreement in any capacity or consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

## **20. Insurance and Bonding Requirements.**

- a. Without limiting any of the Subrecipient's obligations or liabilities, the Subrecipient, at the Subrecipient's own expense, shall purchase and maintain the minimum insurance coverage listed below with responsible insurance carriers duly licensed to do business within the State of Arizona and satisfactory to the County and with policies and forms satisfactory to the County.
- b. Workers' Compensation Insurance –per statutory requirements, Employer's Liability insurance of not less than One Million Dollars (\$1,000,000) for each accident, One Million Dollars (\$1,000,000) disease for each employee and One Million Dollars (\$1,000,000) disease policy limit.
- c. Commercial General Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000) for each occurrence with a Two Million Dollars (\$2,000,000) Products and Completed Operations Aggregate and with a Two Million Dollars (\$2,000,000) General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual liability coverage.
  - i. Such policy shall contain a severability of interests provision; and shall not contain a sunset provision or commutation clause, nor any provision which would serve to eliminate or limit third party action over claims.
  - ii. Policy must be endorsed to cover fidelity and crime related exposures including employee dishonesty, forgery/alteration, mysterious disappearance, computer/fund transfer fraud if funds are being awarded.
  - iii. Additional endorsements may be required for construction or renovation projects, based on the scope of work.
- d. Commercial/Business Automobile Liability Insurance with a combined single limit for bodily injury and property damages of not less than One Million Dollars (\$1,000,000), each occurrence with respect to the Subrecipient's owned, hired and non-owned vehicles assigned to or used in the performance of the Subrecipient's work. UM/UIM coverage in the amount of \$350,000 or more is required when eligible persons are being transported in Subrecipient's vehicles.

- e. Umbrella/Excess Liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per occurrence combined limit Bodily Injury and Property Damage, that “follows form” and applies in excess of the Commercial General Liability, Commercial/Business Automobile Liability and Employer’s Liability, as required above.
- f. The Subrecipient shall observe sound business practices with respect to providing for itself and requiring of contractors such bonding and insurances as would provide adequate coverage for the activities under this Agreement.
- g. At the time the Subrecipient submits certificate of insurance, labor/material and performance bonds the Subrecipient shall also submit, the name of the company representative responsible for all construction claims, including claims for property damage and damage to vehicles caused by construction or materials.

All claims for damages including damages to vehicles shall be responded to by the Subrecipient within fifteen (15) days of submission of the claim. The Subrecipient’s failure to respond to claims within fifteen (15) days may be considered a material breach of this Agreement.

- h. Additional Insured. The insurance coverage required by this contract, except Worker’ Compensation, shall name PINAL COUNTY, its boards, agents, representatives, directors, officials, employees and officers as Additional Insureds.
- i. Claims Made. In the event any insurance policy required by this Agreement is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Subrecipient’s work or services and be evidenced by annual Certificates of Insurance.
- j. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted by the County.
- k. Material Breach. Failure on the part of the Subrecipient to produce or maintain required insurance in full force and effect until all Work required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted by the County shall constitute a material breach of Contract upon which the County may, at its sole discretion, immediately terminate the Agreement or, at its discretion, purchase or renew such insurance and pay any and all premiums in connection therewith, and all monies, so paid by the County shall be repaid by the Subrecipient to the County upon demand, or the County may offset the cost of the premiums against any monies due to the Subrecipient from the County.
- l. Primary and Non-Contributory Coverage. The Subrecipient’s insurance shall be primary and non-contributory with respect to any insurance or self-insurance carried by the County.
- m. Claim Reporting. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of any insurance policy warranty shall not affect coverage afforded under the policies to protect the County.

- n. Waiver. The policies, except workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, officials, and employees for any claims arising out of the Subrecipient's work or service.
- o. Deductible/Retention. If policies provide coverage which contains deductibles or self-insured retentions, the Subrecipient shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Subrecipient to secure the payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- p. Certificates of Insurance. Prior to commencing the work or services under this Agreement, the Subrecipient shall furnish the County with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by the Subrecipient's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement and shall provide for not less than thirty (30) days advance Notice of any Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to PINAL COUNTY through:

Name/Title: Staci Parisi  
Address: P.O. Box 1348  
Florence, AZ 85132  
Phone: 520-866-6253  
Email: [staci.parisi@pinal.gov](mailto:staci.parisi@pinal.gov)

If an insurance policy does expire during the life of this Agreement, a renewal certificate must be sent to PINAL COUNTY as provided for above within fifteen (15) days prior to the expiration date.

- q. Copies of Policies. The County reserves the right to request and to receive, within ten (10) working days, complete copies of any or all of the above policies and/or endorsements. The County shall not be obligated, however, to review same or to advise the Subrecipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Subrecipient from, or be deemed a waiver of the County's right to insist on strict fulfillment of the Subrecipient's obligations under this Agreement.
- r. Subcontractor's Insurance. In addition to insurance coverage required by the Subrecipient, as set forth above, the Subrecipient shall require insurance coverage in the same amounts from its subcontractors and shall be responsible for verifying compliance or the Subrecipient shall include subcontractors as additional insureds under its policies

## **21. General Provisions.**

- a. This Agreement supersedes any and all other Agreements or understandings, either oral in writing, between the Parties hereto and contains all the covenants and Agreements between the parties with respect to the Project in any manner whatsoever.

- b. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf any party, which are not embodied herein.
- c. Both Parties acknowledge that no member of the governing body of the County or any employee of the County who exercises any functions or responsibilities in connection with the carrying out of the Project has any personal interest direct or indirect in this Agreement.
- d. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona and all applicable federal laws and regulations.
- e. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provision of this Agreement.
- f. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**22. Notices.** All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by certified mail addressed to the other Party at the address indicated herein. Such notice shall be deemed given on the day on which personally served, or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

County address: Pinal County Finance Department  
Staci Parisi, Grant Specialist  
P.O. Box 1348  
Florence, Arizona 85132

Subrecipient address: CAHRA  
Mary Lou Rosales  
109 N. Sunshine Blvd.  
Eloy, Arizona 85131

**23. Exhibits.** The following exhibits are incorporated as part of this Agreement by this reference as if fully set forth herein.

**Exhibit "A":** Scope of Project & Project Budget

**Exhibit "B":** Federal Laws and Regulations

**Exhibit "C":** Certifications

**Exhibit "D":** Pinal County ESG Program Guidelines

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**IN WITNESS WHEREOF**, the Parties have executed this Subrecipient Agreement for Emergency Solutions Grant Program as of the date below written.

**SUBRECIPIENT:**

By: Margaret Rosales

Its (title): Executive Director

Date: November 22, 2022

**PINAL COUNTY:**

\_\_\_\_\_  
Chairperson, Board of Supervisors

Date: \_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

[Signature]  
Deputy County Attorney

**EXHIBIT A  
TO  
SUBRECIPIENT AGREEMENT  
BETWEEN  
PINAL COUNTY  
AND  
COMMUNITY ACTION HUMAN RESOURCE AGENCY  
FOR  
EMERGENCY SOLUTIONS GRANT PROGRAM  
  
PROJECT SCOPE & BUDGET**

**1. SUBRECIPIENT INFORMATION**

|                       |  |
|-----------------------|--|
| Organization Name     | Community Action Human Resource Agency (CAHRA) |
| Address               | 109 N. Sunshine Blvd.                          |
| City, State, Zip Code | Eloy, Arizona 85131                            |
| Telephone             | 520-466-1112                                   |
| Contact Person        | Mary Lou Rosales                               |
| E-mail address        | mlrosales@cahra.org                            |
| DUNS#                 | 020324617                                      |
| Tax Identification #  | 860397693                                      |
| ROC#                  | N/A  |
| UEI                   | UJL7MUFCV4H9                                   |

**2. PROGRAM INFORMATION**

|                        |                                  |
|------------------------|----------------------------------|
| HUD Grant #            | E-21-UC-04-0503                  |
| Date of HUD Agreement  | 8/9/2021                         |
| HUD Agreement Amount   | \$156,877                        |
| Amount to Subrecipient | \$33,500                         |
| CFDA #                 | 14.231                           |
| Period of Performance  | Contract start date to 6/30/2023 |
| Budget Period          | Contract start date to 7/31/2023 |

**3. ACTIVITY DESCRIPTION**

Project Title: Rapid Rehousing  
Project Location: 109 N. Sunshine Blvd., Eloy, Arizona 85131

Subrecipient shall provide housing relocation and stabilization services and short and/or medium term rental assistance in accordance with County's Emergency Solutions Grant (ESG) Program Guidelines (Attachment "D").

#### 4. OUTCOMES

Subrecipient shall serve a minimum of four (4) households with housing relocation and stabilization services and short and/or medium term rental assistance, as described above, over the term of this agreement.

#### 5. PROGRAM INCOME

Program ☐ will generate program income ☒ will not generate program income

Program income is gross income received by the Subrecipient which is directly generated by the activity funded by this Agreement. This includes rent and occupancy charges paid directly to the Subrecipient, security and any utility deposits returned to the Subrecipient, and income received from program participants for services performed. See Section 3.j. of this Agreement.

#### 6. FINANCIAL INFORMATION

This agreement is a reimbursable grant. Invoices shall be submitted to the County monthly for reimbursement. Invoices must be accompanied by receipts or documentation of actual costs incurred.

Subrecipient shall provide a 100 percent matching contribution for each dollar submitted to the County for reimbursement. Documentation of match contribution shall be attached to the invoice submitted monthly to the County for payment. Match will be provided in the form of the value of skilled labor or professional services provided to the project.

Submit requests for reimbursement to:

Pinal County Finance Department  
Staci Parisi, Grant Specialist  
P.O. Box 1348  
Florence, Arizona 85132  
Or email to: [staci.parisi@pinal.gov](mailto:staci.parisi@pinal.gov)

#### 7. HOMELESS MANAGEMENT INFORMATION SYSTEM

Subrecipient shall enter data on all persons served and all activities assisted under this Agreement in the Arizona Balance of State Continuum of Care Homeless Management Information System (HMIS).

Subrecipient shall submit quarterly CAPER reports generated in HMIS for this activity to the County on a quarterly basis as follows:

| Report Period                 | Due to County    |
|-------------------------------|------------------|
| October 1 – December 31, 2022 | January 15, 2023 |
| January 1 – March 31, 2023    | April 15, 2023   |
| April 1 – June 30, 2023       | July 15, 2023    |
| July 1 – September 30, 2023   | October 15, 2023 |

Submit CAPER reports to:

Pinal County Finance Department  
Staci Parisi, Grant Specialist  
P.O. Box 1348  
Florence, Arizona 85132  
Or email to: [staci.parisi@pinal.gov](mailto:staci.parisi@pinal.gov)

## **8. SYSTEMWIDE COLLABORATION**

Subrecipient shall participate in the Pinal County Coalition to End Homelessness (PCCEH) during the term of this Agreement, as demonstrated by a completed and current Agency Commitment Form on file with the PCCEH.

Subrecipient shall participate in monthly PCCEH Coordinated Entry/Case Conferencing/HMIS Committee meetings during the term of this Agreement.

Subrecipient shall participate in the Casa Grande Coalition to End Homelessness and collaborate with the Casa Grande Resource Center during the term of this Agreement.

**EXHIBIT “B”  
TO  
SUBRECIPIENT AGREEMENT  
BETWEEN  
PINAL COUNTY  
AND  
COMMUNITY ACTION HUMAN RESOURCE AGENCY  
FOR  
EMERGENCY SOLUTIONS GRANT PROGRAM**

**FEDERAL LAWS & REGULATIONS**

- 1. Application of Uniform Administrative Requirements.** The Subrecipient shall comply with all administrative requirements, cost principles, and audit requirements as provided in 2 CFR Part 200.
- 2. Equal Opportunity.**
  - 2.1.** The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (P.L. 88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity receiving Federal financial assistance by way of grant, loan, or Agreement and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Subrecipient, this assurance will obligate the Subrecipient, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
  - 2.2.** The Subrecipient agrees to comply with Title VIII of the Civil Rights Act of 1968 (P.L.90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
  - 2.3.** The Subrecipient agrees to comply with Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the United States will, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, any activity funded in whole or in part with the Community Development funds. Section 109 of the Act further provides that any prohibition against

discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), will also apply to any activity funded in whole or in part with funds made available pursuant to the Act.

**2.4.** The Subrecipient agrees to comply with Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.

**2.5.** Equal Employment Opportunity. The Subrecipient agrees to comply with Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contractors.

2.5.1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, familial status, age or disability. The Subrecipient shall take affirmative action to insure that applicants for employment and employees during employment are treated without regard to their race, color, religion, sex, national origin, familial status, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2.5.2. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, familial status, age, sexual identity, gender identity, marital status, political affiliation or belief or disability.

2.5.3. The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the same of the Subrecipient's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.5.4. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- 2.5.5. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.
- 2.5.6. In the event the Subrecipient is found to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.
- 2.5.7. The Subrecipient will include the provisions of subsections (2.5.1) through (2.5.6) of this Section 2.5 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.
- 2.6.** Davis-Bacon Act. Per 24 CFR § 576.407(e), the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a5) do not apply to the ESG program.
- 2.7.** Affirmative Outreach. In accordance with 24 CFR §576.407, the Subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the Subrecipient intends to use to make known the availability of the facilities, assistance, and services will to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the Subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The Subrecipient must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities.
- 2.8.** Section 3. The Subrecipient agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR Part 75, except that homeless individuals have priority over other Section 3 residents in accordance with 24 CFR § 576.405(c), and the HUD regulations issued pursuant thereto (24 CFR Part 135) as follows:

- a. The work to be performed under this Agreement is on a project assisted under an activity providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u); Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the project.
- b. The Parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement. The Parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- c. The Subrecipient will send to each labor organization or representative or workers, with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or workers' representative of its commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Subrecipient will include this Section 3 clause to every subcontract for work in connection with the Project and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Subrecipient will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract, will be a condition of the Federal financial assistance provided to the Project.

### **3. Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development – Effectuation of Title VI of the Civil Rights Act of 1964.**

- 3.1.** The Subrecipient shall, as a recipient of HUD financial assistance, take reasonable steps to provide meaningful access to Limited English Proficiency (LEP) persons. (24 CFR

§576.407). This requirement shall extend to the Subrecipient's entire activity regardless of how much HUD assistance is received.

- 3.2.** In order to determine what reasonable steps must be taken to provide meaningful access to LEP persons, the Subrecipient should apply HUD's four-factor analysis.
    - a. Identify the number or proportion of LEP persons eligible to be served or likely to be encountered by the activity or Subrecipient.
    - b. Identify the frequency with which LEP persons come in contact with the activity.
    - c. Consider the nature and importance of the activity or service provided by the activity to people's lives.
    - d. Identify the resources available to the Subrecipient and the costs associated with providing meaningful access to LEP persons.
  - 3.3.** The Subrecipient must determine what language assistance measures are sufficient for the activity funded with ESG funds. The Subrecipient shall have flexibility in addressing the needs of the LEP persons served; however, this cannot be used to minimize the obligation that the needs be addressed. The Subrecipient is not required to take measures that would be a cost burden or cost prohibitive to the Subrecipient.
  - 3.4.** Efforts to take reasonable steps to provide meaningful access to LEP persons must be documented in the Subrecipient's records and be made available upon request.
- 4. Section 504.** The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any federally assisted program.
- 5. Subcontracting.** All work or services covered by this Agreement, which is subcontracted by the Subrecipient, will be specified by written agreement and subject to all provisions of this Agreement. All subcontracts must be approved by the County prior to execution.
- 6. Interest of Certain Federal Officials.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
- 7. Interest of Members, Officers or Employees of the Subrecipient, Members of Local Governing Body, or Other Public Officials.** No member, officer, or employee of the Subrecipient or its designees or agents, no member of the governing body of the locality in which the activity is situated, and no other public official of such locality or localities who exercises any

functions or responsibilities with respect to the activity during his tenure or for one year thereafter, will have any interest, direct or indirect, in any Agreement or subcontract, or the proceeds thereof, for work to be performed in connection with the activity assisted under this Agreement.

- 8. Lobbying.** ESG Funds shall not be used for publicity or propaganda purposes designed to support or defeat legislation proposed by federal, state, or local governments.
- 9. Hatch Act.** The Subrecipient agrees to comply with all provisions of the Hatch Act and that no part of the activity will involve political activities, nor will personnel employed in the administration of the activity be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.
- 10. Compliance with Environmental Requirements.** The Subrecipient agrees to comply with any conditions resulting from the County's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR § 58.5 insofar as the provisions of such Act apply to activities relating to the Project.
- 11. Compliance with Flood Disaster Protection Act.**

**11.1.** This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program will be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

**11.2.** Any Agreement or agreement, Agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to financial assistance for acquisition or construction purposes under Section 102(2) of Flood Disaster Protection Act of 1973. Such provisions will be required notwithstanding the fact that the construction of such land is not itself funded with assistance under this Agreement.

## **12. Compliance with Environmental Laws**

- 12.1.** This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.
- 12.2.** In compliance with said regulations, the County will cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:
- a. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR §15.20.
  - b. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
  - c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
  - d. In no event will any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.
- 12.3.** The Resource Conservation and Recovery Act. Subrecipient will comply with the Resource Conservation and Recovery Act ("RCRA"), including, but not limited to, 42 U.S.C. § 6962, which requires preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Subrecipient ("EPA") (40 CFR Parts 247 through 254).
- 12.4.** The Subrecipient will comply with the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §2601 et seq.
- 12.5.** The Subrecipient will comply with all other applicable federal and state environmental laws and regulations.
- 13. Procurement of Recovered Materials.** The subrecipient must comply with §6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act ("RCRA")

(Pub. L. 94-580, 42 U.S.C. §6962). Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Subrecipient ("EPA") (40 CFR Parts 247 through 254). Subrecipient shall procure only items designated in guidelines of the Environmental Protection Subrecipient (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (24 CFR §576.407).

**14. Historic Preservation.** This Agreement is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The Subrecipient must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

**15. Historic Barriers.** This Agreement is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with ESG funds must comply with requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped."

**16. Lead-Based Paint.** This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R, and related amendments thereto, which apply to all shelters assisted under ESG program and all housing occupied by ESG program participant. The use of lead-based paint is prohibited whenever federal funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. All federally assisted residential structures and related property constructed prior to 1978, Homebuyer Activities, Tenant-Based Rental Assistance, and Special-Needs Housing (acquisition), will comply with existing and new Lead-Based Paint Hazard Reduction Requirements, effective September 15, 2000. As the Grantor or Participating Jurisdiction, the County shall be consulted regarding the Subrecipient/Grantee's compliance status.

**17. Acquisition/Relocation.** This Agreement is subject to providing a certification, and the Subrecipient hereby certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601 – 4655) and implementing regulations at 49 CFR Part 24, and 24 CFR Part 511.14, which govern the acquisition of real property for the Project and provision of relocation assistance to persons

displaced as a direct result of acquisition, rehabilitation, or demolition for the Project. Subrecipient must also comply with the displacement, relocation, and acquisition provisions set forth at 24 CFR § 576.408.

In general, a displaced person (defined in 24 CFR 576.408) must be provided relocation assistance at the levels described in, and in accordance with, the URA and 49 CFR Part 24. A displaced person must be advised of his or her rights under the Fair Housing Act (42 U.S.C. 3601 et seq.). Whenever possible, minority persons shall be given reasonable opportunities to relocate to comparable and suitable decent, safe, and sanitary replacement dwellings, not located in an area of minority concentration, that are within their financial means. This policy, however, does not require providing a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling. (*See* 49 CFR 24.205(c)(2)(ii)(D).) As required by Section 504 of the Rehabilitation Act (29 U.S.C. 794) and 49 CFR Part 24, replacement dwellings must also contain the accessibility features needed by displaced persons with disabilities.

Eligible costs are the costs of providing URA assistance under 24 CFR §576.408, including relocation payments and other assistance to persons displaced by a project assisted with ESG Funds. Persons that receive URA assistance are not considered "program participants" for the purposes of this part, and relocation payments and other URA assistance are not considered "rental assistance" or "housing relocation and stabilization services" for the purposes of this part. (24 CFR §§576.408 & 576.102)

## **18. Property Standards and Disposition.**

- 18.1.** Real or personal property purchased in whole or in part with ESG funds shall not be disposed through sale, use, or location without the written permission of the County and/or HUD, as applicable. The proceeds from the disposition of real property will be considered Program Income and subject to 24 CFR Part 576.
- 18.2.** Minimum Period of Use — Emergency Shelter. Renovated Buildings. Each building renovated with ESG funds must be maintained as a shelter for homeless individuals and families for not less than a period of 3 or 10 years, depending on the type of renovation and the value of the building. The "value of the building" is the reasonable monetary value assigned to the building, such as the value assigned by an independent real estate appraiser. The minimum use period must begin on the date the building is first occupied by a homeless individual or family after the completed renovation. A minimum period of use of 10 years, required for major rehabilitation and conversion, must be enforced by a recorded deed or use restriction.
  - a. Major Rehabilitation. If the rehabilitation cost of an emergency shelter exceeds 75 percent of the value of the building before rehabilitation, the minimum period of use is 10 years.

- b. Conversion. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the minimum period of use is 10 years.
  - c. Renovation Other than Major Rehabilitation or Conversion. In all other cases where ESG funds are used for renovation, the minimum period of use is 3 years.
- 18.3.** After expiration of the required use period, the Subrecipient is free to use the real property for another use without obligation to the County.
- 18.4.** Minimum Standards for ESG Funded Conversion, Major Rehabilitation, or other Renovations, and Emergency Shelters. Any building for which ESG Funds are used for conversion, major rehabilitation, or other renovation, must meet state or local safety and sanitation standards, as applicable, and the minimum safety, sanitation and privacy standards listed in 24 CFR §576.403(b)(1-11). Any emergency shelter that receives assistance for shelter operations must also meet these minimum standards.
- 18.5.** Minimum Standards for Permanent Housing. The Subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in 24 CFR §576.403(c)(1-10).

**19. Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

- 19.1.** The Subrecipient recognizes and agrees that as a non-federal entity, it is subject to the non-procurement debarment and suspension regulations set forth at 24 CFR § 200.214.
- 19.2.** In order to participate in this Agreement, the Subrecipient must certify that it and/or its owners/officers have not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or Subrecipient. A Certification is attached hereto at **Exhibit “C”** for this purpose.
- 19.3.** The Subrecipient, shall include without modification the Certification language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion — Lower Tier Covered Transactions" with all subgrantees or other contractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.
- 19.4.** If the Subrecipient is unable to comply with this requirement, an explanation shall be immediately provided to the County in accordance with paragraph 29 of this Agreement.

**20. Affirmative Action.**

- 20.1. Approved Plan:** The Subrecipient agrees that it shall be committed to carry out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
- 20.2. Women- and Minority-Owned Businesses (W/MBE):** See Certification for Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms attached at **Exhibit "C"**.
- 21. Civil Rights.** The Subrecipient agrees to comply with the State of Arizona Civil Rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, as well as all nondiscrimination provisions set forth at 24 CFR Part 576 and 24 CFR Part 5, Subpart A.
- 22. Subcontract Provisions.** In addition to other requirements for subcontract provisions as may be provided for in the Agreement, the Subrecipient will include the provisions of Paragraphs 21 Civil Rights, and 22 Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.
- 23. Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking - VAWA Compliance.**
- 23.1.** The Subrecipient agrees to comply with the requirements set forth at 24 CFR § 576.409 relating to the protection for victims of domestic violence, dating violence, sexual assault, or stalking. The core statutory protections of the Violence Against Women Act (VAWA) that prohibit denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking applied upon enactment of VAWA 2013 on March 7, 2013. The VAWA regulatory requirements under 24 CFR part 5, subpart L, as supplemented by 24 CFR § 576.409, apply to all eligibility and termination decisions that are made with respect to ESG rental assistance on or after December 16, 2016. The Subrecipient must ensure that the requirements under 24 CFR part 5, subpart L, are included or incorporated into rental assistance agreements and leases as provided in § 576.106(e) and (g).
- 23.2. Notification Requirements.** The Subrecipient determines eligibility for and administers ESG rental assistance pursuant to this Agreement. Accordingly, as provided under 24 CFR 5.2005(a) the Subrecipient is responsible for ensuring that the notice and certification form described under 24 CFR 5.2005(a)(1) is provided to each applicant for ESG rental

assistance and each program participant receiving ESG rental assistance at each of the following times:

- a. When an individual or family is denied ESG rental assistance;
- b. When an individual or family's application for a unit receiving project-based rental assistance is denied;
- c. When a program participant begins receiving ESG rental assistance;
- d. When a program participant is notified of termination of ESG rental assistance; and
- e. When a program participant receives notification of eviction.

**23.3. Emergency Transfer Plan.** The Subrecipient must develop an emergency transfer plan as required under 24 CFR § 576.409(d) and 24 CFR § 5.2005(e). An emergency transfer plan is to be developed for each subrecipient that administers ESG rental assistance. Once the emergency transfer plan is developed in accordance with 24 CFR § 576.409, the Subrecipient must implement the plan in accordance with 24 CFR § 5.2005(e). The emergency transfer plan must meet the requirements of 24 CFR § 5.2005(e) and include the following program requirements:

- a. For families living in units receiving project-based rental assistance (assisted units), the required policies must provide that if a program participant qualifies for an emergency transfer, but a safe unit is not immediately available for an internal emergency transfer, that program participant shall have priority over all other applicants for tenant-based rental assistance, utility assistance, and units for which project-based rental assistance is provided.
- b. For families receiving tenant-based rental assistance, the required policies must specify what will happen with respect to the non-transferring family member(s), if the family separates in order to effect an emergency transfer.

**23.4. Bifurcation.** For the purposes of 24 CFR Part 576, the following requirements shall apply in place of the requirements at 24 CFR 5.2009(b):

- a. When a family receiving tenant-based rental assistance separates under 24 CFR 5.2009(a), the family's tenant-based rental assistance and utility assistance, if any, shall continue for the family member(s) who are not evicted or removed.
- b. If a family living in a unit receiving project-based rental assistance separates under 24 CFR 5.2009(a), the family member(s) who are not evicted or removed can remain in the assisted unit without interruption to the rental assistance or utility assistance provided for the unit.

**23.5. Emergency Shelters.** The following requirements apply to emergency shelters funded under 24 CFR § 576.102:

- a. No individual or family may be denied admission to or removed from the emergency shelter on the basis or as a direct result of the fact that the individual or family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual or family otherwise qualifies for admission or occupancy.
- b. The terms “affiliated individual,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in 24 CFR § 5.2003.

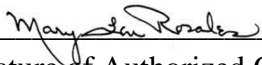
**EXHIBIT “C”  
TO  
SUBRECIPIENT AGREEMENT  
BETWEEN  
PINAL COUNTY  
AND  
COMMUNITY ACTION HUMAN RESOURCE AGENCY  
FOR  
EMERGENCY SOLUTIONS GRANT PROGRAM  
  
CERTIFICATIONS**

The Subrecipient will certify its intent to abide by the following laws and regulations; as required by HUD:

1. Policy of Nondiscrimination on the Basis of Disability.
2. Anti-Lobbying, Section 319 of Public Law 101-121.
3. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms.
4. Drug-Free Workplace.
5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion — Lower Tier Covered Transactions

**CERTIFICATION REGARDING  
POLICY OF NONDISCRIMINATION ON THE  
BASIS OF DISABILITY**

The undersigned representative agrees, on behalf of the Subrecipient, to have or adopt a Policy of Nondiscrimination on the Basis of Disability. Such Policy will state that the Subrecipient does not discriminate on the basis of disabled status in the admission or access to, or treatment or employment in, its federally assisted activities.

  
\_\_\_\_\_  
Signature of Authorized Official

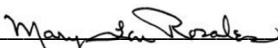
November 22, 2022  
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Date

**CERTIFICATION REGARDING ANTI-LOBBYING**  
**SECTION 319 OF PUBLIC LAW 101-121**

The Subrecipient certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal Agreement, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and Agreements under grants, loans, and cooperative agreements), and will certify and disclose accordingly.

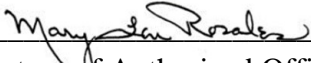
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
Signature of Authorized Official

November 22, 2022  
\_\_\_\_\_  
Date

**CERTIFICATION REGARDING  
CONTRACTING WITH SMALL AND MINORITY FIRMS,  
WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS**

1. It is a national policy to award a fair share of contracts to small and minority business firms, women's business enterprises, and labor surplus area firms. Accordingly, affirmative steps must be taken to assure that the same are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps will include the following:
  - 1.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
  - 1.2 Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources, and to the greatest extent possible that these businesses are located within Pinal County.
  - 1.3 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority businesses and women's business enterprises.
  - 1.4 Where the requirement permits, establish delivery schedules which will encourage participation by small minority businesses and women's business enterprises.
  - 1.5 Using the services and assistance as appropriate of such organizations as the Small Business Administration, and the Office of Minority Business Enterprises of the Department of Commerce and the Community Services Administration as required.
  - 1.6 If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in §§ 1.1 through 1.5.
  - 1.7 To the greatest extent feasible, opportunities for training and employment will be given to low and moderate-income persons residing within Pinal County.
2. The above-described equal opportunity requirements are obligations of the County because federal funds are being utilized to finance the Project and in accordance with 2 CFR § 200.321.
3. In executing any contract, the Subrecipient agrees to comply with these requirements and to provide appropriate documentation at the request of the County.

  
\_\_\_\_\_  
Signature of Authorized Official

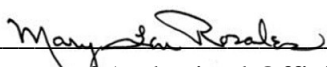
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Date

## **CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

The Subrecipient certifies that it will maintain a drug-free workplace in accordance with the requirements of 24 CFR § 5.105, and 24 CFR Part 2429 by:

1. Publishing a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
  - 2.1. The dangers of drug abuse in the workplace;
  - 2.2. The Subrecipient's policy of maintaining a drug-free workplace;
  - 2.3. Any available drug counseling, rehabilitation and employee assistance programs; and
  - 2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
  - 4.1. Abide by the terms of the statement; and
  - 4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the County in writing, within ten calendar days after receiving notice under paragraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal Subrecipient has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph 4.2, with respect to any employee who is so convicted:
  - 6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- 6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, local health requirements, law enforcement, or other appropriate Subrecipient.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the above-described paragraphs.

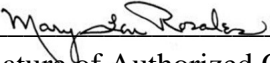
  
\_\_\_\_\_  
Signature of Authorized Official

November 22, 2022  
\_\_\_\_\_  
Date

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY, AND  
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Subrecipient certifies that the Subrecipient and/or its owners/officers:

1. Have not been debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by a federal department or Subrecipient.
2. Have not, within a three-year period preceding this Agreement, 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 Agreement 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.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 above.
4. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.
5. Shall immediately notify the County if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
6. Shall not enter into a subcontract or subrecipient agreement with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
7. Shall immediately provide an explanation to the County if it is unable to provide this Certification or comply with the requirements noted above in accordance with the notice requirements of this Agreement.

  
\_\_\_\_\_  
Signature of Authorized Official

November 22, 2022  
\_\_\_\_\_  
Date

## Exhibit D



# EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM GUIDELINES

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## I. PURPOSE AND OVERVIEW

Under the Emergency Solutions Grants (ESG) program, the U.S. Department of Housing and Urban Development (HUD) grants funding to states, units of general purpose local government, and territories for the rehabilitation or conversions of building for use as emergency shelter for the homeless, for the payment of certain expenses related to operating emergency shelters, for essential services related to emergency shelters, street outreach for the homeless, and for homelessness prevention and rapid re-housing assistance.

As an urban county, Pinal County (County) is allocated ESG funding directly from HUD on a yearly basis. These guidelines describe the eligible activities and expenditures, and program requirements of the ESG grant.

HUD definitions of homeless and at risk of homelessness can be found at [24 CFR 576.2](#).

| ESG Program Overview                   |                                     |  |
|--|-------------------------------------|--|
| Activity                               | Eligible Participants               | Eligible Activities  |
| Street outreach                        | Unsheltered Homeless                | Engagement<br>Case management<br>Emergency Health Services<br>Emergency Mental Health Services<br>Transportation<br>Services for special populations |
| Emergency shelter                      | Homeless                            | Essential services for individuals living in an emergency shelter<br>Rehabilitation and renovation of emergency shelters<br>Shelter operations       |
| Homeless prevention                    | At risk of homelessness             | Housing relocation and stabilization services<br>Short and/or medium term rental assistance  |
| Rapid re-housing                       | Homeless                            | Housing relocation and stabilization services<br>Short and/or medium term rental assistance  |
| Homeless Management Information System | All ESG applicants and participants | Activities to support the contribution of data to the Homeless Management Information System   |
| Expenditure Limits                     |                                     |  |
| Emergency shelter and street outreach  |                                     | Cannot exceed 60% of the fiscal year ESG grant   |
| Administrative activities              |                                     | Cannot exceed 7.5% of the fiscal year ESG grant. See VI.   |

| <b>Program Timelines</b>                                    |  |
|---|--|
| Rental assistance   | A participant may receive up to 24 months of assistance during any 3 year period. See IV.  |
| Housing stability case management                           | A participant may receive up to 24 months of assistance while in permanent housing or 30 days while obtaining housing. See III.2.b.  |
| Obligation of funds   | ESG funds must be obligated within 180 days after the date that HUD signs the grant agreement. See VIII.1.   |
| Expenditure of funds  | <p>ESG funds must be expended within 24 months after the date HUD signs the grant agreement. The County shall make efforts to expend annual allocations within a 12 month period.</p> <p>The County must draw down and expend funds from each years grant once per quarter of the program year.</p> <p>The County must pay each sub-recipient within 30 days of receiving a payment request.</p> <p>Subrecipient will submit reports and payment requests to the County based on their subrecipeint agreement.</p> |
| <b>Program Requirements</b>                                 |  |
| Rent limits   | See IV.7   |
| Rental agreement / lease requirements                       | See IV.10 and IV.11  |
| Area-wide systems coordination                              | See VII.1.   |
| Evaluation of participant eligibility, needs, income limits | See VII.2.   |
| Process for terminating assistance                          | See VII.3.   |
| Shelter and housing standards                               | See VII.4.   |
| Conflicts of interest                                       | See VII.5  |
| Homeless participation                                      | See VII.6.   |
| Participation of faith based organizations                  | See VII.7.   |

|   |   |
|---|---|
| Other federal requirements                | See VII.8.  |
| Displacement, relocation, and acquisition | See VII.9.  |
| Match requirement                         | County must make matching contributions to supplement its ESG program on a dollar for dollar basis. See IX. |
| Recordkeeping and reporting requirements  | See X.  |
| Confidentiality Requirements              | See XI.   |

## II. ESG ELIGIBLE PROGRAM ACTIVITIES

1. Street Outreach ([24 CFR 576.101](#)) - Providing essential services necessary to reach out to unsheltered homeless people, connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility.

Street outreach activities are provided on the street or in parks, abandoned buildings, bus stations, campgrounds, and in other such settings where unsheltered persons are staying.

Eligible program participants: an individual or family that meets the definition of **homeless** per section (1)(i) of [24 CFR 576.2](#)

Eligible activities consist of:

- a. Engagement – Activities to locate, identify and build relationships with unsheltered homeless people for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or main stream social services and housing programs.
- b. Case Management – Assessing housing and service needs, and arranging, coordinating, and monitoring the delivery of individualized services.
- c. Emergency Health Services – Outpatient treatment of urgent medical conditions by licensed medical professionals in community based settings (streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility.
- d. Emergency Mental Health Services – Outpatient treatment of urgent mental health conditions by licensed professionals in community based settings

(streets, parks, and campgrounds) to those eligible participants unable or unwilling to access emergency shelter or an appropriate healthcare facility.

- e. Transportation – Travel by outreach workers, social workers, medical professionals or other service providers during the provision of street outreach activities. Includes transporting unsheltered people to emergency shelters or other service facilities, and cost of a participant's travel on public transit.
- f. Services for Special Populations – Includes all previous eligible activities, allows recipient to target specific populations such as homeless youth, victims of domestic violence, and/or people living with HIV/AIDS who are literally homeless.

The key consideration when deciding if eligible cost is considered street outreach is where the essential service is provided. If an unsheltered individual seeks these services in a day shelter or overnight shelter then the service is categorized as emergency shelter.

- 2. Emergency Shelter ([24 CFR 576.102](#)) – Providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

Eligible program participants: an individual or family that meets the definition of **homeless** per section (1)(ii) of [24 CFR 576.2](#).

Eligible activities consist of:

- a. Essential services to individuals and families who are in an emergency shelter, as follows:
  - i. Case management – assessing, arranging, coordinating, and monitoring individualized services with a focus on longer term needs and support to move into permanent housing;
  - ii. Child care – licensed child care for program participants with children under the age of 13, or disabled children under the age of 18;
  - iii. Education services – instruction or training to enhance participant's ability to obtain and maintain housing including literacy, English literacy, GED, consumer education, health education, and substance abuse prevention;
  - iv. Employment assistance and job training – services assisting participants to secure employment and job training programs;
  - v. Outpatient health services – direct outpatient treatment of medical conditions in the event other appropriate health services are unavailable within the community;
  - vi. Legal services – necessary legal services regarding matters that interfere with the program participant's ability to obtain and retain housing;
  - vii. Life skills training – teaching critical life management skills necessary to assist the program participant to function independently in the community;

- viii. Mental health services – direct outpatient treatment of mental health conditions by licensed professionals to the extent other appropriate services are unavailable or inaccessible within the community;
  - ix. Substance abuse treatment services – provided by licensed or certified professionals, designed to prevent, reduce, eliminate or deter relapse of substance abuse or addictive behaviors, to the extent other appropriate substance abuse treatment services are unavailable or inaccessible within the community;
  - x. Transportation – costs of travel by program participants to and from medical care, employment, child care or other facilities that provide eligible essential services; and cost of staff travel to support provision of essential services;
  - xi. Services for special populations - Includes all previous eligible activities, allows recipient to tailor services to address the special needs of homeless youth, victims of domestic violence, and/or people living with HIV/AIDS in emergency shelters.
- b. Rehabilitation and renovation – renovating buildings to be used as emergency shelter for homeless families and individuals.
- i. Any building for which ESG funds are used for conversion, rehabilitation, or renovation must meet the minimum safety, sanitation, and privacy standards listed in [24 CFR 576.403](#);
  - ii. Property acquisition and new construction are ineligible costs under the ESG Program;
  - iii. All buildings must be owned by a government entity or private non-profit organization;
  - iv. Renovated buildings must be used as emergency shelter for a minimum period of time following renovation as follows:

|                      | Use Requirement | Building Valuation  |
|----------------------|-----------------|---|
| Major Rehabilitation | 10 year         | If rehab costs exceed 75% of the value of the building <b>before</b> rehab      |
| Conversion           | 10 year         | If rehab costs exceed 75% of the value of the building <b>after</b> rehab       |
| Other Renovation     | 3 years         | If rehab costs are 75% or less of the value of the building <b>before</b> rehab |

- c. Shelter operations – Costs to operate and maintain emergency shelters and also provide other emergency lodging when appropriate. Includes maintenance, rent,

security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter.

- i. Any emergency shelter that receives ESG assistance for shelter operations must meet the minimum safety, sanitation, and privacy standards listed in [24 CFR 576.403](#).
- ii. Where no appropriate emergency shelter is available, a hotel or motel voucher can be provided.

3. Homelessness Prevention ([24 CFR 576.103](#)) – Providing housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place not meant for habitation, and help them regain stability in their current housing or other permanent housing.

Eligible program recipients: individuals and families at risk of homelessness, per HUD's definition at [24 CFR 576.2](#), or who meet the criteria in paragraph (2), (3), or (4) of the homeless definition in [24 CFR 576.2](#) and have an annual income below 30% of Area Median Income (AMI), which can be found at [HUD Income Limits](#).

Eligible activities:

- a. Housing relocation and stabilization services (see Section III. below)
- b. Short and/or medium term rental assistance (see Section IV. Below)

4. Rapid Re-Housing assistance ([24 CFR 576.104, 105 and 106](#)) – Provide housing relocation and stabilization services and short and/or medium term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

Eligible program participants: an individual or family that meets the definition of homeless per section (1) of [24 CFR 576.2](#), or who meet the criteria under paragraph (4) of the homeless definition and lives in an emergency shelter or other place described in paragraph (1) of the homeless definition.

Eligible activities:

- a. Housing relocation and stabilization services (see Section III. below)
- b. Short and/or medium term rental assistance (see Section IV. Below)

5. Homeless Management Information System (HMIS) ([24 CFR 576.107](#)) - ESG funds may be used to pay the following costs of contributing data to the HMIS:

- a. Purchasing or leasing computer hardware;
- b. Purchasing software or software licenses;

- c. Purchasing or leasing equipment, including telephones, fax machines, and furniture;
- d. Obtaining technical support;
- e. Leasing office space;
- f. Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS;
- g. Paying salaries for operating HMIS;
- h. Paying costs of staff to travel to and attend HUD sponsored and HUD approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;
- i. Paying staff travel costs to conduct intake;
- j. Paying HMIS participation fees charged by the Arizona Balance of State Continuum of Care, if applicable.

### **III. Housing Relocation and Stabilization Services ([24 CFR 576.105](#))**

Both homeless prevention and rapid re-housing activities include housing relocation and stabilization services. The difference between the two activities is the eligible population. Homeless prevention serves individuals and families at risk of homelessness, rapid re-housing serves individuals and families who are homeless.

1. Financial assistance – Financial assistance cannot be provided to a participant who is receiving the same type of assistance through other public sources, including Uniform Relocation Assistance.

Financial assistance may not be paid directly to participant households. Payments shall be made directly to housing owners, utility companies, and other third parties for the following costs:

- a. Rental application fees charged by the owner to all applicants;
- b. Security deposits equal to no more than 2 months' rent. When the participant leaves the housing unit, the participant may keep any remaining security deposit returned from the landlord and use it to secure new housing;
- c. Last month's rent if necessary to obtain housing, paid to owner at the time the security deposit and first month's rent is paid. This assistance is included in

calculating the total rental assistance, which cannot exceed 24 months during any 3 year period;

- d. Standard utility deposits required by the utility company for all customers for gas, electric, water, and sewage;
- e. Utility payments for up to 24 months per service, including up to 6 months of arrearages per service. A partial payment of a utility bill counts as one month. The utility account must be in the name of the program participant or a member of the same household. Eligible utility services are gas, electric, water, and sewage. No program participant may receive more than 24 months of utility assistance, including arrearages, within any 3 year period.

Utility arrears will only be paid for prevention participants if failure to pay utilities will result in the loss of utilities and under the term of the participant's lease this would be grounds for eviction.

Utility arrears will only be paid for rapid rehousing participants if utility arrears prevent the household from establishing utility service in their new housing.

- f. Moving costs such as truck rental or hiring a moving company, including payment of temporary storage fees for up to 3 months, provided the fees are accrued after the date the program participant begins receiving program services and before moving into permanent housing;
- g. The amount owed for breaking a lease to effect an emergency transfer if the program participant meets the conditions for an emergency transfer under Violence Against Women Act (VAWA) protections (24 CFR 5.2005(e)). These costs are not subject to the 24 month limit on rental assistance.

2. Services – ESG funds may be used to pay the costs of providing the following services:

- a. Housing search and placement – services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, including the following:
  - i. Assessment of housing barriers, needs and preferences;
  - ii. Development of an action plan for locating housing;
  - iii. Housing search;
  - iv. Outreach to and negotiation with owners;
  - v. Assistance with submitting rental applications and understanding leases;
  - vi. Assessment of housing for compliance with ESG requirements for habitability, lead based paint, and rent reasonableness;
  - vii. Assistance with obtaining utilities and making moving arrangements;
  - viii. Tenant counseling.

- b. Housing stability case management – individualized services to facilitate housing stability for a participant residing in permanent housing for up to 24 months, or up to 30 days of assistance when the participant is overcoming immediate barriers to obtaining housing.

Participants must meet with a housing stability case manager at least once a month for the duration of assistance, except where funding under VAWA prohibits the recipient or sub recipient from making shelter or housing conditional upon the receipt of services.

Services and activities consist of:

- i. Using the Homeless Management Information System (HMIS) and Pinal County Coalition to End Homelessness's (PCCEH) Coordinated Entry and By Name List Case Conferencing Procedures, screen, assess, and make referrals for program participants applying for or receiving homeless prevention or rapid re-housing assistance;
- ii. Conducting the initial evaluation to verify and document program eligibility;
- iii. Housing counseling - housing counseling that is funded with or provided in connection with ESG funds, as defined in [24 CFR 5.111](#), must be provided only by organizations and counselors certified by the Secretary under [24 CFR Part 214](#) to provide housing counseling, consistent with 12 U.S.C. 1701x;
- iv. Developing, securing and coordinating services and obtaining include federal, state and local benefits;
- v. Monitoring and evaluating program participant progress;
- vi. Providing information and referrals to other providers;
- vii. Developing and individualized housing and service plan, including planning a path to permanent housing stability;
- viii. Conducting required ESG re-evaluations.
- ix. Mediation between the participant and the owner or person(s) with whom the participant is living, provided the mediation is necessary to prevent the participant from losing permanent housing in which the participant currently resides.
- x. Legal services necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the participant losing the permanent housing in which the participant currently resides.
- xi. Credit counseling and other services necessary to assist participants with critical skills related to household budgeting, managing money, assessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.

#### **IV. Short and Medium Term Rental Assistance ([24 CFR 576.106](#))**

Both homeless prevention and rapid re-housing activities include short and medium term rental assistance. The difference between the two activities is the eligible population. Homeless prevention serves individuals and families at risk of homelessness, rapid re-housing serves individuals and families who are homeless.

A participant may receive up to 24 months of rental assistance during any 3 year period, including any payment for last month's rent. The assistance may be short term rental assistance, medium term rental assistance, payment of rental arrears, or any combination of this assistance.

1. Short term rental assistance is assistance for up to up to 3 months of rent.
2. Medium term rental assistance is assistance for more than 3 months but not more than 24 months.
3. Payment of rental arrears if required for a household to retain their housing. A one-time payment for up to 6 months of rent in arrears, including any late fees on those arrears.
4. All rental assistance must have in place:
  - a. A rental assistance agreement between the County and owner; and
  - b. A lease between the participant and owner.
5. Rental assistance may be tenant-based or project-based.
  - a. Tenant based rental assistance – a participant may select a housing unit in which to live and may move to another unit or building and continue to receive rental assistance, as long as the participant continues to meet the program requirements. The rental assistance agreement between the County and owner must terminate if:
    - i. The program participant moves out of the housing unit;
    - ii. The lease between the participant and owner terminates and is not renewed;
    - iii. The participant becomes ineligible to receive ESG rental assistance.
  - b. Project based rental assistance – if the County identifies a permanent housing unit that meets ESG requirements, the County may enter into a rental assistance agreement with a housing owner to reserve the unit and subsidize its rent in accordance with the following requirements:

- i. The rental assistance agreement may cover one or more housing units. Each unit may only be occupied by program participants, except as provided under paragraph iv. below;
  - ii. The County may pay up to 100% of the first month's rent, provided a participant signs a lease and moves into the assisted unit by the end of the month for which the first month's rent is paid;
  - iii. The County may make monthly rental assistance payments only for each whole or partial month an assisted unit is leased to a participant. When a participant moves out of an assisted unit, the County may pay the next month's rent for a new participant;
  - iv. The term of the participant's lease must not be conditioned to receiving rental assistance payments. If the participant reaches the maximum number of months over which rental assistance can be provided, or becomes ineligible, the County shall suspend or terminate the rental assistance payments for the unit. If the payments are suspended, the individual or family may remain in the assisted unit as permitted under the lease, and the County may resume payments if the individual or family again becomes eligible and needs further rental assistance. If the payments are terminated, the rental assistance may be transferred to another available unit in the same building, provided that the other unit meets all ESG requirements;
  - v. The rental assistance agreement must have an initial term of one year. The term of the rental assistance agreement may be extended to cover the term of the participant's lease, and renewed or extended, as needed, up to the maximum number of months for which the participant remains eligible.
6. Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a participant who is receiving tenant based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a participant receiving Uniform Relocation Assistance.
7. Rental assistance can be provided when the rent is below or above the Fair Market Rent established by HUD as long as the contract rent is reasonable. HUD Fair Market Rent can be found at [HUD Fair Market Rent](#).
8. Rental assistance cannot be provided until the County determines the rent to owner is reasonable in accordance with [24 CFR 982.507](#). To determine if rent is reasonable, the County must consider the location, quality, size, unit type, age of unit, amenities, housing services, and maintenance and utilities to be provided by the owner in comparison with similar unassisted units. Rent charged by the owner must be comparable to unassisted units on the premises or owned elsewhere.
9. Rent equals the sum of monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees), and, if the tenant pays separately for

utilities, the monthly allowance for utilities (excluding telephone) established by the County.

10. The County may make rental assistance payments only to an owner with whom the County has entered into a rental assistance agreement. The rental assistance agreement must:

- a. Set forth the terms under which rental assistance will be provided;
- b. State the owner will give the County a copy of any notice to participant to vacate the housing unit or any complaint used under State or local law to commence an eviction action against the participant;
- c. Include all protections that apply to tenants and applicants under [24 CFR Part 5 Subpart L](#) (Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), as supplemented by [24 CFR 576.409](#), except for the emergency transfer plan requirements under [24 CFR 5.2005\(e\)](#) and [24 CFR 576.409\(d\)](#);
- d. Contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. ESG funds may not be used to make late payment penalties; and
- e. State the owner will adhere to the provisions, obligations, policies, and remedies cited in the Arizona Residential Landlord and Tenant Act.

11. Each participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must:

- a. Be between the owner and the participant; and
- b. Include a lease provision or incorporate a lease addendum that includes all requirements that apply to tenants or owner under [24 CFR Part 5 Subpart L](#) (Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), as supplemented by [24 CFR 576.409](#), including the prohibited bases for eviction and restrictions on construing lease terms under [24 CFR 5.2005\(b\)](#) and [\(c\)](#).

## **V. Expenditure Limits ([24 CFR 576.100](#))**

1. Emergency Shelter and Street Outreach activities cannot exceed 60% of the fiscal year ESG grant.

## **VI. Administrative Activities ([24 CFR 576.108](#))**

1. The total amount of ESG funds that may be used for administrative activities related to the planning and execution of ESG activities cannot exceed 7.5% of the fiscal year grant. Eligible administrative costs include:
  - a. Overall program management, coordination, monitoring and evaluation;
  - b. Training on ESG requirements;
  - c. Consolidated plan work related to the ESG and homelessness sections;
  - d. Environmental review activities.

## **VII. General Program Requirements**

1. Area-wide systems coordination ([24 CFR 576.400](#))
  - a. Consultation with Continuums of Care (CoC) – The County must consult with the Pinal County Coalition to End Homelessness (PCCEH) to:
    - i. Determine how to allocate ESG funds, to which component and which activity;
    - ii. Develop performance standards, including outcome measures for projects and activities, to be included in each sub-recipient agreement. covered in sub-recipient agreement.
    - iii. Develop policies and procedures for HMIS administration and operation to ensure data consistency.
  - b. Coordination with other targeted homeless services – Through participation in the PCCEH, using HMIS, and the Coordinated Entry system, the County shall coordinate and integrate ESG funded activities with other programs targeted to homeless people to provide a strategic, community wide system to prevent and end homelessness for that area.
  - c. Coordination with mainstream resources – The County must assist ESG participants to identify and access resources not specifically targeted for homeless persons for which they may be eligible;
  - d. ESG funded programs must participate in a centralized or coordinated assessment system to evaluate eligibility. The County must work with the PCCEH to ensure screening, assessment and referral of program participants are consistent with the County's written standards for providing ESG assistance. A victim service provider may choose not to use the PCCEH's coordinated entry system.

- e. The County must have written standards for providing ESG assistance and must consistently apply those standards for all program participants. These standards must be described in the County's consolidated plan. The written standards are described in the Pinal County ESG Policy and Procedure, and include:
    - i. Policies and procedures for evaluating individuals' and families' eligibility for ESG assistance;
    - ii. Standards for targeting and providing services related to street outreach;
    - iii. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG;
    - iv. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for services related to emergency shelter;
    - v. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homeless prevention and which will receive rapid re-housing assistance;
    - vi. Policies and procedures for coordination among emergency shelter providers, service providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers;
    - vii. Standards for determining what percentage or amount of rent and utilities costs each participant must pay while receiving homelessness prevention or rapid re-housing assistance;
    - viii. Standards for determining how long a particular participant will be provided with rental assistance and whether or how the amount of assistance will be adjusted over time;
    - ix. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a participant, including any limits, if any, on the homelessness prevention or rapid re-housing assistance that each participant may receive.
  - f. Participation in HMIS – The County must ensure that data on all persons served and all activities assisted under ESG are entered into HMIS. A victim service provider or legal services provider may use a comparable database that collects client level data over time and generates unduplicated aggregate reports based on the data.
2. Evaluation of program participant eligibility and needs ([24 CFR 576.401](#)). Please refer to the Pinal County ESG Policy and Procedure.
- a. Initial evaluation – The County must conduct an initial evaluation to determine program eligibility as well as type and amount of ESG assistance necessary for household to regain stability in permanent housing.

- b. Re-evaluation – The County must conduct re-evaluations to determine program participant's continued eligibility for assistance, and the amount and type of assistance is still needed by the household to maintain stability in permanent housing.
- c. Re-evaluations must be conducted as follows:
  - i. Homeless Prevention (HP) participants – not less than once every three months;
  - ii. Rapid Rehousing (RRH) participants – not less than once a year;
  - iii. Any time a participant reports a change in income or household composition.
- d. To continue to be eligible for RRH or HP assistance, a household must:
  - i. Have an annual income at or below 30% of AMI [HUD Income Limits](#); and
  - ii. Lack sufficient resources and support networks to retain housing without ESG assistance.
- e. The County shall use the [CPD Income Eligibility Calculator](#) to determine annual income of an individual or family.
- f. The County must connect participants to mainstream and other resources and assist each participant, as needed, to obtain:
  - i. Appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and
  - ii. Other federal, state, local and private assistance available to assist the participant in obtaining housing stability, including:
    - Medicaid
    - Supplemental Nutrition Assistance Program
    - Women, Infants, and Children
    - Federal-state unemployment insurance program
    - Social security disability insurance
    - Supplemental security income
    - Child and adult care food program
    - Other assistance available through mainstream resources
- g. The County must provide housing stability case management services to HP and RRH program participants as follows:

- i. Participants must meet with a case manager at least once a month to assist the participant in ensuring long term housing stability; and
- ii. The case manager must develop an individualized plan to assist the participant in retaining permanent housing after the ESG assistance ends;
- iii. Victim service providers may be exempt from the case management requirement if the Violence Against Women Act of 1994 or the Family Violence Prevention and Services Act prohibits making its shelter or housing conditional on the participants acceptance of services.

### 3. Terminating assistance ([24 CFR 576.402](#))

- a. The County may terminate ESG assistance if a participant violates program requirements. The County shall exercise judgement and examine all circumstances in determining when violations warrant termination.
- b. To terminate rental assistance or housing relocation and stabilization services, the County must follow this process:
  - i. The County shall provide written notice to the program participant with clear statement of reasons for termination;
  - ii. The participant is allowed 30 days (from the date of the notice to terminate) to present written or oral objections before a third party individual, to be arranged by the County, who did not make or approve the termination decision;
  - iii. The County shall notify the participant in writing of the final decision to terminate services within 15 days of reviewing the participant's objection.
- c. Terminated participants may receive ESG assistance at a later date.

### 4. Shelter and housing standards ([24 CFR 576.403](#))

- a. To ensure that ESG funds are used in housing that meets minimum habitability standards, every ESG assisted housing unit, whether for homeless prevention or rapid rehousing, must meet HUD's Housing Quality Standards.
- b. Lead based paint remediation and disclosure applies to all ESG funded shelters and all housing occupied by ESG participants.
- c. Any emergency shelter that receives ESG assistance for shelter operations, and any building for which ESG funds are used for conversion, rehabilitation, renovation must meet the minimum safety, sanitation, and privacy standards listed in [24 CFR 576.403](#).

### 5. Conflicts of interest ([24 CFR 576.404](#))

- a. The County and its sub-recipients shall not condition the participant's ESG assistance on whether or not the participant accepts housing or shelter that the County or an organization acting on behalf of the County owns.
- b. The County and its sub-recipients, including any person who is an employee, agent, consultant, officer, or elected or appointed official of the County and its sub-recipients, shall not:
  - i. Obtain a financial benefit from an ESG assisted activity;
  - ii. Have a financial interest in any contract, subcontract, or agreement with respect to an ESG assisted activity; or
  - iii. Have a financial interest in the proceeds derived from an assisted activity, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one year period following his or her tenure.
- c. For the procurement of goods and services related to ESG activities, the County and its sub-recipients shall comply with HUD's Administrative Requirements (24 CFR part 85.36 for governments or part 84.42 for private nonprofits).

6. Homeless participation ([24 CFR 576.405](#))

- a. When considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG, the County shall consult with homeless or formerly homeless individuals through coordination with PCCEH and PCCEH partner agencies.
- b. To the maximum extent practicable, the County shall involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG. This involvement may include employment or volunteer services.

7. Equal participation of faith based organizations ([24 CFR 576.406](#))

Faith based organizations:

- a. Are eligible to receive ESG funds on the same basis as other organizations;
- b. Retain their autonomy, right of expression, religious character, authority over its governance, and independence, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs;

- c. Explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by ESG funding, and participation must be voluntary for the beneficiaries ESG funding;
  - d. Must not discriminate based on religion or religious belief;
  - e. Must not use ESG funds to rehabilitate structures used for inherently religious activities (chapels or sanctuaries);
  - f. For rehabilitation of structures used for both ESG activities and religious activities, ESG funding is limited to a percentage equal to the percentage of ESG activities that take place in the structure. This also applies to federal requirements for disposition of real property;
8. Other federal requirements ([24 CFR 576.407](#))

The County and its sub-recipients shall comply with the following federal regulations:

- a. [24 CFR Part 5 Subpart A](#), including nondiscrimination and equal opportunity requirements at [24 CFR 5.105\(a\)](#) and the housing counseling requirements at [24 CFR 5.111](#).
- b. [24 CFR Part 75](#), except homeless individuals have priority over other Section 3 residents.
- c. The requirements of [2 CFR Part 200](#) and:
  - i. Program income may be used as matching contributions, subject to the requirements in [576.201](#);
  - ii. The disposition of real property for which ESG funds are used for major rehabilitation, conversion, or other renovation under [576.102](#) is governed by the minimum period of use requirements under [576.102\(c\)](#)
- d. Environmental review under [24 CFR Part 50](#) –
  - i. The County shall supply all available, relevant information necessary for HUD to perform for each property any environmental review required by [24 CFR Part 50](#). The County shall also carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).
  - ii. The County may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property or commit or expend HUD funds for ESG eligible projects until HUD has performed an environment review and the County has received HUD approval of the property.

- e. Affirmative outreach – The County must make known that use of facilities, assistance and services are available to all on a non-discriminatory basis.
  - f. The provisions of the Davis-Bacon Act do not apply to the ESG program.
  - g. Procurement of recovered materials – The County and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
9. Displacement, relocation and acquisition (24 CFR 576.408)
- a. The County and its contractors must take reasonable steps to minimize displacement as a result of ESG funded projects.
  - b. Uniform Relocation Act applies, but is extremely rare for ESG.
  - c. Temporary relocation is not permitted under ESG.

#### **VIII. Obligation, Expenditure and Payment Requirements ([24 CFR 576.203](#))**

1. All ESG funds, except the administrative cost portion, must be obligated within 180 days after the date that HUD signs the grant agreement. This requirement is met by an agreement with, or a letter of award requiring payment to, a sub-recipient; a procurement contract; or a written designation of a department within the County to directly carry out an eligible activity.
2. All ESG grant funds must be expended for eligible activity costs within 24 months after the date HUD signs the grant agreement with the County.
3. The County must draw down and expend funds from each year's grant not less than once during each quarter of the program year.
4. The County must pay each sub-recipient for allowable costs within 30 days after receiving the sub-recipient's complete payment request.

#### **IX. Matching Requirement ([24 CFR 576.201](#))**

1. The County must make matching contributions to supplement its ESG program in an amount that equals the ESG fiscal year grant. These matching requirements are met through sub-recipient agreements.
2. Match may be provided in cash or non-cash contributions, federal, state, local or private sources.

3. Match contributions must be on ESG eligible activities and in compliance with ESG program rules.
4. If ESG funds are used as a match for another federal program, that federal program cannot be used as a match for ESG.
5. Costs paid by program income shall count toward meeting the County's matching requirements, provided the costs are eligible ESG costs that supplement the recipient's ESG program.

**X. Recordkeeping and Reporting Requirements ([24 CFR 576.500](#))**

The County must maintain and follow written intake and program procedures to ensure compliance with the following recordkeeping and documentation requirements:

1. Homeless status – documentation at intake of the evidence relied upon to establish and verify homeless status per the definition in [24 CFR 576.2](#). The procedures must establish the order of priority for obtaining evidence as in the order below:
  - a. Third party documentation
  - b. Intake worker observation
  - c. Certification from the person seeking assistance

Lack of third party documentation shall not prevent an individual or family from being immediately admitted to emergency shelter, receiving street outreach services, or being immediately admitted to shelter or receiving services provided by a victim service provider.

See [24 CFR 576.500\(b\)](#) for detailed documentation instructions.

2. At risk of homelessness status – for each individual or family who receives ESG homeless prevention assistance, the records must include the evidence relied upon to establish and verify the “at risk of homelessness” status. This evidence must include an intake and certification form completed by the County that meets HUD specifications.

See [24 CFR 576.500\(c\)](#) for detailed documentation instructions.

3. Determinations of ineligibility – For each individual and family determined ineligible to receive ESG assistance, the record must include documentation of the reason for that determination.
4. Annual income – For each program participant who receives homelessness prevention assistance, or who receives rapid re-housing assistance longer than one year, the following documentation of annual income must be maintained:
  - a. Income evaluation form containing the minimum requirements specified by HUD and completed by the recipient or sub recipient.

- b. Source documents for the assets held by the program participant and income received over the most recent two month period before the date of the evaluation (wage statement, unemployment compensation statement, public benefits statement, bank statement).
  - c. If source documents are not obtainable, a written statement by the relevant third party (employer, government benefits administrator) or the written certification by the recipient's or sub-recipient's intake staff of the oral verification by the relevant third party of the income.
  - d. If source documents and third party verification are not available, the written certification by the program participant of the amount of income the program participant received for the past two months before the evaluation and the anticipated income to be received over the next two month period.
5. Program participant records – Records must be kept for each program participant that document:
- a. The services and assistance provided to that program participant, including, as applicable, the security deposit, rental assistance, and utility payments made on behalf of the program participant, essential services, and housing stabilization and relocation services and the amounts spent on these services and assistance.
  - b. Compliance with the applicable requirements for determining participant eligibility and type and amount of assistance provided.
  - c. Copies of rental agreements and leases for rental assistance, documentation of payments made to owners for rental assistance, and supporting documentation for payments including dates of occupancy by program participants.
  - d. The monthly allowance for utilities used to determine compliance with the rent restriction.
  - e. Compliance with the shelter and housing standards in 24 CFR 576.403, including inspection reports.
  - f. The amount and type of assistance provided to emergency shelter facilities, including documentation of the value of the building before the rehabilitation of an existing emergency shelter or after the conversion of a building into an emergency shelter and copies of the recorded deed or use restrictions.
6. Period of record retention - All records pertaining to each fiscal year of ESG funds must be retained for the greater of 5 years or the period specified below:

- a. Documentation of each program participant's qualification as at risk of homelessness or homeless must be retained for 5 years after the expenditure of all funds from the program year grant under which the program participant was served.
- b. Where ESG funds are used for the renovation of an emergency shelter involves costs charged to the ESG grant that exceed 75 percent of the value of the building before renovation, records must be retained until 10 years after the date that ESG funds are first obligated for the renovation.
- c. Where ESG funds are used to convert a building into an emergency shelter and the costs charged to the ESG grant for the conversion exceed 75 percent of the value of the building after conversion, records must be retained until 10 years after the date that ESG funds are first obligated for the conversion.

## **XI. Confidentiality Requirements**

- 1. The County and its sub-recipients shall develop, implement, and maintain written procedures to require that:
  - a. All records containing personally identifying information of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential.
  - b. The address or location of any Emergency Shelter (ES) or ESG rental housing exclusively for individuals fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking will not be made public, except as necessary where making the address or location public *does not identify occupancy* of the ES or ESG rental housing, when necessary to record use restrictions or restrictive covenants, or with written authorization of the person or entity responsible for the operation of the ES or ESG rental housing.
  - c. The address or location of any program participant that is fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking will not be made public, except as provided under the County or sub-recipients Privacy Policy consistent with state and local laws and any other grant conditions from other federal grant programs regarding privacy and obligations of confidentiality.