CONTRACT COVER PAGE

PINAL COUNTY OFFICE OF BUDGET AND FINANCE
LCEH CAPACITY BUILDING PINAL COUNTY

ADOH #546-23
Grant Term – 01/01/2023 TO 12/31/2023

HEATHER PATEL, GRANTS MANAGER-OFFICE OF BUDGET & FINANCE
TELEPHONE: 520-866-7200 Fax (520) 866-7231

HEATHER.PATEL@PINAL.GOV
31 N PINAL STREET, BUILDING A
FLORENENCE, AZ 85132

Distribute this contract to the appropriate parties within your organization and inform ADOH of any changes of personnel as needed.

*Please bookmark and save the Special Needs Portal link for all deliverables to be sent to ADOH: https://housing.az.gov/portals/document-upload-portals/special-needs-portal

CONTRACT NUMBER: 546-23

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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AGREEMENT NO. **546-23**
TERMINATION DATE **12/31/2023**

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
PINAL COUNTY –OFFICE OF BUDGET & FINANCE
FOR
HTF LCEH CAPACITY BUILDING PINAL COUNTY

This Funding Agreement is made by and between:

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

☐ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").

☒ A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").

☐ A.R.S. § 41-3957 (State Housing Program Fund) ("**HPF**").

☐ The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").

☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").

☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("**NHTF**").

☐ Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").

☐ Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

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

and

PINAL COUNTY-OFFICE OF BUDGET & FINANCE
(Entity)

An Arizona Non-Profit ("Recipient")) or UEI#**GX4FM9VQD7W3**, located at

31 N PINAL STREET, BUILDING A
Street
FLORENCE, AZ 85132
City State Zip

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

Section 1. FUNDS PROVIDED

ADOH agrees to provide $120,000.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☐ **CDBG**, CFDA # 14.228
Federal Fiscal Year _____
$_____

☐ **HOME**, CFDA # 14.239
Federal Fiscal Year _____
$_____

☒ **HTF**
State Fiscal Year 2023
$120,000.00

☐ **HPF**
State Fiscal Year _____
$_____

☐ **HOPWA**, CFDA # 14.241
Federal Fiscal Year _____
$_____

☐ **COC**, CFDA # 14.267
Federal Fiscal Year _____
$_____

☐ **NHTF**, CFDA # 14.275

Federal Fiscal Year _____
$_____

☐ **DOE WAP,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **LIHEAP WAP,** CFDA # 93.568
Federal Fiscal Year _____
$_____

☐ **SWG WAP**
State Fiscal Year _____
$_____

Section 2. OTHER FUNDS

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

Section 3. ACCEPTANCE OF FUNDS

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

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until **12/31/2023** unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

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

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

☐ **CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook;* and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; and (6) the *State Housing Fund Program Summary and Application Guide.*

☒ **HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.

☐ **HPF** funds require adherence to the *Special Needs Housing Manual* as revised.

☐ **COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual.*

☐ **HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual.*

☐ **NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) State of Arizona Qualified Allocation Plan; and *(5) National Housing Trust Fund Allocation Plan.*

☐ **DOE WAP** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) *the Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan.*

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

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

Section 6. SCOPE OF WORK

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

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

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

(a) The purpose of the project changes;
(b) The location of the project changes;
(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes;
(e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
(f) The ownership entity changes; and
(g) Any other changes that involve program requirements.

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

Section 7. REPORTS

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

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

☐ **HOME, NHTF, HTF** funded rental development projects ("Rental Projects") or **HPF** funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).

☒ **HOME, HTF and CDBG** non-rental projects ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☐ **COC** funded assistance for persons who are homeless ("Homeless Projects"). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.

☐ **HOPWA** funded rental assistance and services ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.

☐ **DOE WAP, LIHEAP WAP and SWG WAP** funded projects ("Weatherization Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in

writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

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

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

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

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

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

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

☐ **Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within

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

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

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

Section 9. BUDGET

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

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

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

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

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

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

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

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

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

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

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

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-

(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

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

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

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

(a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

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

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

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

☐ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided

hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

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

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

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

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

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

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

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

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

14.2 Use of Program Income and Funds Recouped by Recipient.

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

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

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

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

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

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

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following

circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

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

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

Section 16. REVERSION OF ASSETS

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

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

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and

obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

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

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

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

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

Section 18. SUBCONTRACTING

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

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

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or

recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;

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

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

Section 20. TERMINATION FOR CAUSE

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

Section 21. TERMINATION FOR CONVENIENCE

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

Section 22. ENFORCEMENT

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

(a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
(c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
(d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
(e) Recapture funds and terminate contract;
(f) Withhold future ADOH grant awards from all sources; or
(g) Take other remedies that may be legally available.

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

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

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

Section 23. CANCELLATION

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

Section 24. RECORDS RETENTION

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

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

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

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

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

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

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

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

Section 26. AVAILABILITY OF FUNDS

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

Section 27. APPLICABLE LAW AND ARBITRATION

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

Section 28. INDEMNIFICATION

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

Section 29. FEDERAL GOVERNMENT LIABILITY

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

Section 30. AUDIT

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

Section 31. AUDIT EXCEPTIONS

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

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

Section 32. UNALLOWABLE USE OF FUNDS

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

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

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

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

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

Section 35. IDENTIFICATION OF DOCUMENTS

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

Section 36. COPYRIGHT

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

Section 37. RIGHTS IN DATA

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

Section 38. FUNDING CONDITIONS

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

Section 39. NON-DISCRIMINATION

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

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

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

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

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

(a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

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

(c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

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

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

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

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

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

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

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

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient

from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

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

42.1 Required Coverage

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

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

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

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

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

42.2 Certificates of Insurance

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

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

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

42.3 Cancellation and Expiration Notice

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

Section 43. PRIVACY CONSIDERATIONS

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

Section 44. NOTICES

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

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

PINAL COUNTY-OFFICE OF BUDGET & FINANCE
Attention (if applicable)
HEATHER PATEL
Mailing Address
P.O. BOX 1348, FLORENCE, AZ 85132-3027
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

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

Section 46. ADOH SIGNAGE

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

Section 47. PHOTOGRAPHS

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

Section 48. STATE OF ARIZONA

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

Section 49. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.

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

Section 50. A.R.S. § 1-501 Relating to Federal Programs

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

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

THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOUSING	**PINAL COUNTY-OFFICE OF BUDGET & FINANCE RECIPIENT**
BY: _____	BY: _____
Joan Serviss	JEFF SERDY
TITLE: Director	TITLE: CHAIRMAN, BOARD OF SUPERVISORS
DATE: 4/7/2023	DATE: 04/05/2023

ATTACHMENT A
PINAL COUNTY-OFFICE OF BUDGET & FINANCE
HTF LCEH CAPACITY BUILDING PINAL COUNTY
ADOH CONTRACT #546-23

Scope of Work

Recipient, **PINAL COUNTY-OFFICE OF BUDGET & FINANCE having** been identified by the Local Coalition to End Homelessness (LCEH) as the local lead agencies for PINAL COUNTY COALITION TO END HOMELESSNESS is entering into this contract with Arizona Department of Housing in their role as the Collaborative Applicant for the AZ Balance of State Continuum of Care (AZBOSCOC). Funding is from Housing Trust Fund and is for ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS ($120,000.00) funds (Admin $0 and LCEH Capacity Building $120,000.00) for LCEH Capacity Building grant, as local leads will be responsible for leading the local coalition on the following:

1. **Attend Required Meetings**
    a. Facilitate a minimum of one LCEH meeting quarterly-There must be a minimum of five LCEH members in attendance.
    b. Attendance of the BOS LCEH Quarterly Meeting – LCEH lead and/or a designee attends the four statewide LCEH quarterly meetings.
    c. Attend Ad hoc meetings – There will be additional meetings that will be required to attend related to LCEH focus areas. The LCEH lead and/or LCEH designee should plan to attend these meetings as feasible.
    d. HMIS Meetings – The HMIS lead or designee for the LCEH attends the bi-monthly AZBOSCOC HMIS Committee. The HMIS lead or designee for the LCEH convenes a local HMIS users group that meets twice per year to discuss opportunities to utilize HMIS to drive data driven discussions locally.
    e. Case Conferencing- The LCEH lead or designee shall convene local case conferencing meetings monthly at minimum. Representatives in case conferencing meetings should be from agencies that have had contact with the household; have resources for the household being discussed. Agencies with other resources that can contribute to ending a household's homelessness should also attend in case conferencing meetings as feasible.
    f. ACTIVITIES CONDUCTED FOR THE LCEH CAPACITY BUILDING ARE DEDICATED TO ENHANCE LCEH INFRASTRUCTURE/SEVICES TO END HOMELESSNESS IN PINAL COUNTY. THE ACTIVITIES REPORTED WILL SYNCHRONIZE WITH THE LCEH QUARTERLY REPORTING.

2. **Perform Required Processes**
    a. Conduct an Unsheltered Point in Time Count –This process requires but is not limited to the following:

- Identification of an LCEH PIT Lead
- Recruitment of volunteers
- Training
- Logistics meetings
- Distribution and collection of surveys
- Ensuring sufficient coverage of the geographic area.
- Distribution of incentives as appropriate
- Completion of summary/transmittal sheet for surveys
- Sending surveys to appropriate person
- Following all requirements of the 2023 unsheltered survey instructions from the AZBOSCOC Governance Advisory Board.

b. Complete the JUSTICE EQUITY DIVERSITY INCIUSION (JEDI) formerly known as Social Justice/Racial Equity initial assessment and review – HAVE A REPRESENTATIVE FROM THE LCEH TO ATTEND QUARTERLY JEDI MEETINGS.

c. Conduct Coordinated Entry, Case Conferencing, and the management of the By Name List.- This process includes but is not limited to the following:

- At least one access point identified.
- Case Conferencing occurs, at a minimum once a month with use of the By Name List and is facilitated by the LCEH By Name List Lead.
- Conduct the Coordinated Entry self- assessment and make adjustments to improve the LCEH Coordinated Entry process.
- Review the LCEH Coordinated Entry Policy and make revisions yearly.

d) Contribute to the information needed for the AZBOSCOC NOFO in the timelines that are requested.

e) Facilitate training opportunities that will benefit the LCEH membership- It is anticipated that the LCEH will offer a minimum of two LCEH sponsored trainings for its membership per year.

3. **Ensure that LCEH Policies, Procedures, and Documents are being reviewed and followed**
   a. Review and Revise the LCEH Governance Charter Annually –The LCEH Governance Charter is reviewed and revised on the anniversary of when the charter was originally adopted by the LCEH.
   b. Conduct a yearly Gaps Analysis- This will be performed using the AZBOSCOC template by May 31, 2023. (Please note: This date may change depending upon

what information is needed for the 2024 NOFO). In conjunction with LCEH LEAD.

c. Complete the LCEH annual Strategic Plan using the AZBOSCOC template- The Strategic Action Plan for 2024 should be reviewed and revised on the anniversary month of when it was adopted by the LCEH.
d. Ensure that all AZBOSCOC policies, procedures, and documents are being followed and that the LCEH is in compliance.

4. **Ensure that all Designated Positions within the LCEH are being identified, reported, and updated.**
   a. Complete the LCEH Profile document. LCEH Profiles must be completed by 4/1/2023 in conjunction with LCEH Lead and submitted to the CoC Coordinator
   b. LCEH Profiles need to include the following:
      - LCEH Lead
      - LCEH Coordinated Entry Lead
      - BNL Coordinator for LCEH
      - HMIS Representative to AZBOSCOC Committee
      - PIT Lead (Ad Hoc for PIT Count
      - JUSTICE EQUITY DIVERSITY INCLUSION (JEDI) (formerly known as Social Justice Racial Equity) LCEH Rep

5. **Reporting**

   a. The LCEH lead agency will request payment under this contract on a monthly basis. Compensation will be provided at a **monthly Direct Costs rate of $10,000.00** and **Administrative Cost of $0 rate month**. In order to receive payment, the Arizona Department of Housing Request for Payment (RFP), the **HTF LCEH Capacity Building Monthly Completion Report** and **LCEH Capacity Building Activities Deliverable Quarterly report**, and related documentation will be submitted to the CoC Coordinator by the following dates: (Note-the formal contract allows for a 30-day window to submit a payment request. To ensure timely processing, payment requests submitted by the following dates will contribute to efficient processing)

      - For January-December 2023 –monthly Request For Payment (RFP) request in the appropriate form must be submitted by 25th of each preceding month for timely processing. As an example, January RFP is due February 25, 2023 and so on.

      - For Q1 January-March 2023 –LCEH Capacity Building Activities Quarterly report in the appropriate form must be submitted by April 25, 2023 for timely processing.

- For Q2-April- June 2023-LCEH Capacity Building Activities Quarterly report in the appropriate form must be submitted by July 25, 2023 for timely processing.
- For Q3—July-September 2023—LCEH Capacity Building Activities Quarterly report in the appropriate form must be submitted by October 25, 2023 for timely processing.
- For Q4- October-December 2023-LCEH Capacity Building Activities Quarterly report in the appropriate form must be submitted by January 25, 2024.

b. Monitoring- LCEH must have met the goals outlined in the LCEH Capacity Building Proposal as LCEH Capacity Building Activities outlined for each quarter. Completion of deliverables (RFPs, Activities and Completion reports) and as applicable address any deficiencies that were identified during monitoring review of the monthly Completion Report, LCEH Capacity Building Activities and monthly Requests for Payment to be submitted on a monthly basis.

ATTACHMENT B

SCHEDULE OF COMPLETION AND PERFORMANCE REPORT

This contract will be effective from 01/01/2023 to 12/31/2023

Refer to Attachment A for performance and reporting requirements

Arizona Department of Housing

HTF - LCEH Capacity Building PINAL COUNTY

Attachment B Page 10

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	PINAL COUNTY-OFFICE OF BUDGET & FINANCE	Date	
Contract No	546-23 Contract Period: fror 1/1/2023-12/31/2023	Revision	
Activity	LCEH Capacity Building PINAL COUNTY	Jan April July Oct	
Recipient Address	31 N PINAL STREET, FLORENCE, AZ 85132		
Contact Person	HEATER PATEL	Zip Code	85132
Phone	520-866-7200 Email heather.patel@pinal.gov	Fax	520-866-7231
Program Specialist	Cristina Benitez Email Cristina.Benitez@azhousing.gov		

Indicate adherence to contract or schedule changes. Due by the 15th Jan, April, July, Oct.

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Recruit/hire -train/onboard staff	4/1/2023		
Coordinate/plan LCEH meetings/increase stakeholders	Quarterly		
Coordinate LCEH committee meetings:PIT/HMIS/CE-CC-BNL/Strategic Plan/Memberhip/SJRE	Quarterly		
Attend Statewide LCEH Meetings ir in Phoenix and virtual meetings	Ongoing		
Training opportunities for LCEH	Ongoing		
Increase HMIS entries/access points/HMIS licenses	Quarterly		
Outreach activities/mobile outreach	Ongoing		
LCEH Promotion/activities/increase LCEH membership	Quarterly		
Landlord relations/recruitment/incentives	Ongoing		
Housing Case Management services es/housing locator	Ongoing		
PIT incentives/hygiene kits/outreach incentives	Quarterly		
Diverstion/activities-services-prevention	Ongoing		
Medical Consultation/pharmacy	Quarterly		
Travel	Quarterly		
Reports QTR LCEH/supporting documentation/expenditures/LCEH Profile/Access Points/NOFO	Quarterly/Monthly		
Assist with RFI for NOFO	3rd/4th Quarter		
Assist with AD-HOC requests from ADOH	ongoing		

Please provide a brief description of activities performed this three month period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific.

Recipient Authorized Signature Date	Title

ATTACHMENT C

BUDGET

Replace this page with actual Budget.

Arizona Department of Housing

Funding Source: HTF **LCEH Capacity Building PINAL COUNTY** **Attachment C**

Budget	**ADOH #546-23**				
Recipient	PINAL COUNTY-OFFICE OF BUDGET & FINANCE			Date	1/1/2023
Contract No./File No.	**546-23** Contract Period: from 1/1/2023-12/31/2023			Revision No.	
Activity	HTF Admin; HTF LCEH Capacity Building PINAL COUNTY				
Recipient Address	31 N PINAL STREET, BUILDING A			City	FLORENCE
Contact Person	HEATHER PATEL			Zip Code	85132
Phone	520-866-7200	Email	heather.patel@pinal.gov	Fax	520-866-7231
Program Specialist	Cristina Benitez	Email	cristina.benitez@azhousing.gov	County	PINAL

a	c	d	e	f	g	h
Budget Line Item or Activity No.	**HTF Funding Year 2023**	**COC Funding Year**	**Required Recipient Match**			
Act. 1 Administration	$ -		N/A			
Act. 2 LCEH Capacity Building	$ 120,000.00		N/A			
	$ -		$ -			
	$ -		$ -			
	$ -		$ -			
	$ -		$ -			
	$ -		$ -			
	$ -		$ -			
	$ -		$ -			
	$ -		$ -			
	$ -		$ -			
	$ -		$ -			
	$ -		$ -			
Total	$ 120,000.00	$ -	$ -			
Total Contract Amount:		**$ 120,000.00**				

Special Needs: 09.2022

ATTACHMENT D

REQUEST FOR PAYMENT FORM

Replace this page with actual Payment Request Form.

Arizona Department of Housing

Funding Source: HTF- **LCEH CAPACITY BUILDING PINAL COUNTY** **Attachment D**

ARIZONA

Recipient	**PINAL COUNTY-OFFICE OF BUDGET & FINANCE**					Date	XX/XX/XXXX
Contract No	**546-23**	Contract Term: 01/01/2023-12/31/2023				Pay Req. No/Mo/Yr	#XX MM/YY
Activity	HTF Admin; LCEH Capacity Building PINAL COUNTY					Direct Wire Dep	Yes No
Recipient Address		31 N PINAL STREET, BUILDING				City	FLORENCE
Contact Person		HEATHER PATEL				ZIP	85132
Phone		520-866-7200	Email	heather.patel@pinal.gov		Fax	520-866-7200
Program Specialist		Cristina Benitez	Email	cristina.benitez@azhousing.gov		County	PINAL

Itemized Backup Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, receipts, cashed checks, and all other applicable backup documentation. Payment Requests must be signed (e-sgnatures are permitted) prior to processing.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	**IDIS Act No.**	**HTF 2023**	**HUD-COC YYYY**	**Total Amount Req. to Date**	**Balance in Account**	**Amount of this Request**	**New Balance**
Act. 1 Administration		$0.00			$0.00		$0.00
Act. 2 LCEH Capacity Building		$ 120,000.00			$120,000.00		$120,000.00
					$0.00		$0.00
		$ -			$0.00		$0.00
		$ -			$0.00		$0.00
		$ -			$0.00		$0.00
		$ -			$0.00		$0.00
		$ -			$0.00		$0.00
Total		$ 120,000.00	$ -	$ -	**$120,000.00**	$ -	**$120,000.00**
Total Contract Amount:			$ 120,000.00				

Recipient Authorized	Date	Printed Name & Title

Recipient Authorized Signature certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Submit via the Special Needs Portal by the 30th each month for the previous month's billing. Please allow up to 3 - 4 weeks for processing.

Performance Reports	☐ Current	☐ Not Current	**For ADOH Use Only**		
ADOH Program Specialist	Date			ADOH Program Administrator Approval	Date

Arizona Department of Housing

FUNDING SO

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

Recipient	PINAL COUNTY-OFFICE OF BUDGET & FINANCE				Date	XX/XX/XXXX	
Contract No	546-23	01/01/2023-12/31/2023			Pay Req. No	#XX MM/YY	
Budget Line Item or Activity No	Description of Expense (List in according to funding source)	Paid (or Payable) to	Date Paid	Check # Invoice PO	Invoice Amount Charged to HTF	Balance paid by other source	Name of other source
Totals					**$ -**	**$ -**	

HTF Program Funds Expended During the Operating year - LCEH Capacity Building

Pinal County LCEH

Contract 546-23

Only applies to LCEH Capacity building contracts.

Instructions: Please enter all costs associated with LCEH Capacity Building-Support Services broken down into the specific category below from the budget you submitted.

Expenditure Type	
Personnel and ERE/Fringe Benefits	$82,000.00
Travel	$3,000.00
Equipment	
Supplies and Copying materials-PROMOTION MATERIAL	$2,000.00
Contract(sub contracts-positions LCEH Project Director/LCEH Coordinator/BNL Case Manager/Housing Locator/Outreach)	
Increase HMIS access points/licenses	
Outreach Activities	
Operating(Cell Phone plans monthly rate/IPAD/Computer/Monitors/Memberships/HMIS licenses/incentives for lived experience/focus groups/trainings/meeting facilities rental) DIVERSION FUND, PINAL COUNTY LANDLORD INCENTIVE	$33,000.00
Administrative cost	$0.00
Some of these items may be under one of the categories above	
Activities Total	

****The activities were taken from all the budget proposals submitted. You may need to refer to your the budget proposal for the contract amount. .**

MM/YY	MM/YY	**Operating Year Total**
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
$0.00	**$0.00**	**$0.00**

INSTRUCTIONS: These tabs are for the intended use to track LCEH Capacity Building activities which the service/personnel HTF funding was not part of the COC Planning funding. ADOH will look to document the success of the strategies which your communities proposed to address homelessnes in your communities. The tabs which apply to you community have been taken from your budget proposal you submitted for the Capacity Building. ADOH is working to combine/synchronize the reports. **This will be a PLACEHOLDER which can be used to doument your successful activities until we have one synchronized document.**
TAB-1- Governing members according to HUD and New Partnerships
TAB-2 Documents/Assessments-Review of Policies/Governance Charter/Updates to LCEH Documents
TAB-3-Numbers of individuals/families on the BNL, number of individuals/families placed into Housing
TAB-4- Number of meeting held per Quarter
TAB-5- Housing Projects in HMIS by county-tells you what housing programs you have in your county by HUD, Medicaid or other. This is a combination of Housing Inventory & housing programs.
TAB-6-Landlord Incentives-Relations
TAB-7-Outreach Activities and type
TAB-8-Staffing- what positions new to LCEH, hiring dates/training
TAB-9-Diversion Activities what type/amount of assistance
TAB-10-Medical consults/pharmacy specific to one county
TAB-11-Promotion-Marketing- Could Promotional flyers/community events/social media/website/hotline, etc..
TAB-12-Other- could be a category that may not fit in one of these tabs
TAB-
TAB-
TAB-
TAB-
TAB-
TAB-
TAB-

LCEH Governing board/ New agecny stakeholders names of agency. There is a HUD requirement regarding stakholders in areas to recruit which in turn will create new partnerships: McKinney Vento Liaisons, Persons with Lived experience, Tribal entities, Healthcare, Behavioral Health, Veterans, LGBTQ, Youth, Justices systems, faith community, Public Health, Emergency Preparedness, Courts, Eviction Court, county or city government representatives, non-profits, developers, Public Housing Authorities, Substance Use Coaltiions, agencies working with aging/elderly, disabled, DDD, AZ @ Work, DES, Transitional Housing Programs, Permanent Supportive Housing, Hospitals, Rehabilitation Centers/Assisted Living, DIetc.	2022

LCEH Memberships (By Agency)	
Non-profit Homeless Assistance Providers	
Victims Service Provider	
Faith Based Providers	
Government	
Businesses	
Advocates	
Public Housing Agencies	
School Districts	
Social Services Provider	
Mental Health Agencies	
Hospitals	
University/Community Colleges	
Affordable Housing Developers	
Law Enforcement	
Persons with Lived Experiences	
Peer Support agencies	
Federaly Qualified Health Centers	
County Public Health	
Veterans Organizations	
Other	
Other	
Other	
LCEH Case Conferencing MOUs	
HMIS Intake Sites	

Documents/Assessments	Baseline-2022	2023	2024
Review of LCEH Policies/Documents/Revisions			
Dates Documents updated			
Strategic Plan			
Case Conferencing Assessment			
Quarterly Data Navajo County			
Case Conferencing Data (updated Monthly)			
HMIS Data			
Housing Partners Data			
LCEH Assessment			
LCEH Gap Analysis			
Coorinated Entry Policy Update			
Governance Policy Update			
Local Coalition Governnce Charter			

By Name Placement	Baseline 2022	2023	2024	
2023				
January	0			
February	0			
March	0			
April	0			
May	0			
June	0			
July	0			
August	0			
September	0			
October	0			
November	0			
December	0			

By Name List Numbers	Baseline 2022	2023	2024	
2023				
January	0			
February	0			
March	0			
April	0			
May	0			
June	0			
July	0			
August	0			
September	0			
October	0			
November	0			
December	0			

Meeting number of meetings held 2023				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
HMIS				
Case Conferencing				
LCEH Meeting				
PIT Count				
Other				

Inventory	Baseline 2022	2023	2024	
This would be the Housing Project in HMIS to inform your county of what is available in the following counties:Apache/Cochise/Coconino/Gila/Graham/La Paz/Mohave/Navajo/Pinal/Santa Cruz/Yavapai/Yuma				
Housing Projects in HMIS by county				
SMI				
Housing First				
Transitional				
Recovery				
Veterans				
Youth				
Disabled				
Senior				
Workforce				
Low Income				
ESG-RRH				
ESG Shelter				
ARP Housing Programs				
DV RRH				
Other				
HUD-Emergency Housing				
HUD-Rapid Rehousing				
HUD-Permanent Supportive Housing				
HUDSection 8-HCV/EHV/HSV(vouchers)				
Housing Projects in HMIS by county				
SMI				
Housing First				
Transitional				
Recovery				
Veterans				
Youth				
Disabled				
Senior				
Low Income				
Workforce				
ESG RRH				
ESG Shelter				
ARP Housing Programs				
DV RRH				
Other				

HUD-Emergency Housing				
HUD-Rapid Rehousing				
HUD-Permanent Supportive Housing				
HUDSection 8-HCV/EHV/HSV(vouchers)				

Landlord Relations-Recruitment numbers	Name of Landlord

Landlord Incentives what type,

Outreach Activities Description	Outreach Activities Description
23-Jan	
23-Feb	
23-Mar	
23-Apr	
23-May	
23-Jun	
23-Jul	
23-Aug	
23-Sep	
23-Oct	
23-Nov	
23-Dec	

Outreach Activities Description

Staffing Position for LCEH Capacity Building	Date Hired	Training completed date	Time sheets
LCEH Project Manager			
LCEH Coordinator			
BNL Case Manager			
BNL Case Manager			
Housing Locator			
Outreach Worker			
Moblile -Case Manager/Outreach			
other			

Month/Year	Amount of Assistance

Description of Diversion activities (include names,dates, what type of asssistanc received to divert from entering homeless system, contact information etc.)	Verification what type

Follow up 30 days

Month/Year	Description of Promotion Activities: creation of brochures, flyers, billboards, signs on transportation, community events, stand down events , resource fairs, website creation, social media, pictures from events, etc. Name of Event

Dates of Other activities	Describe what was activity

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

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

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

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

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

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

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

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

Instructions for Certification (A)

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

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

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

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

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

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

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

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

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

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

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

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

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

Instructions for Certification (B)

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

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

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

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

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

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

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

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

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant PINAL COUNTY-OFFICE OF BUDGET & FINANCE	Date 04/05/2023
Signature of Authorized Certifying Official	Title JEFF SERDY, CHAIRMAN BOARD OF SUPERVISORS

Contract XXX-XX