SUBRECIPIENT AGREEMENT
BETWEEN
PINAL COUNTY
AND
CITY OF ELOY
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FISCAL YEAR: 2024

THIS SUBRECIPIENT AGREEMENT (this "**Agreement**") is dated the _____ day of _____, 2024, and is made by and between PINAL COUNTY, a political subdivision of the State of Arizona (the "**County**") and the City of Eloy, a municipal corporation of the State of Arizona (the "**Subrecipient**"). The County and the Subrecipient are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended (the "**Act**") and applicable regulations of the United States Department of Housing and Urban Development ("**HUD**"), as amended (the "**Regulations**"), the County is a qualified urban county entitled to receive Community Development Block Grant ("**CDBG**") funding through HUD; and,

WHEREAS, the County has applied for and received funds from HUD under the Act; and,

WHEREAS, the County desires to engage the Subrecipient to assist the County in utilizing such funds; and,

WHEREAS, the Subrecipient is a unit of general local government under the Act and Regulations, and elected to participate with the County in the CDBG Entitlement funding program administered by the County (the "**Program**"); and,

WHEREAS, the County and the Subrecipient are parties to that certain Community Development Block Grant Cooperation and Coordination Agreement dated July 7, 2021 pursuant to which the Parties defined their rights and responsibilities under the Program pursuant to the requirements of the Act and Regulations, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference (the "**CDBG Agreement**").

AGREEMENT

NOW, THEREFORE, it is agreed between the Parties as follows:

1. Activities. The Subrecipient will be responsible for implementing a CDBG eligible activity or project in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Such project will include the eligible activities under the CDBG program as set forth in **Exhibit "B"**.

2. Project Scope. The scope of the project is set forth in the attached **Exhibit "B"**. The County and the Subrecipient agree to cooperate in performing work necessary in connection with the completion of the project described therein (the "**Project**") and as provided in Section 4, below.

3. National Objectives. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives to: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in 24 CFR § 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet one or more of these National Objectives as set forth in **Exhibit "B"**.

4. Parties' General Obligations.

    a. The County. The County shall be primarily responsible, after consultation with the Subrecipient, for ensuring compliance with all Federal, State and local laws, ordinances, rules, regulations and requirements applicable to the completion of the Project as indicated under 24 CFR Part 570. This shall include, but not be limited to, maintaining financial and other records documenting eligibility, provision of services, and the Subrecipient's expenses relative to the Project as a result of assistance provided through the CDBG program.

    b. The Subrecipient. The Subrecipient shall be primarily responsible, after consultation with the County, for all work in connection with the Project. The Subrecipient shall be responsible for compliance with all Federal, State and local laws, ordinances, rules, regulations and requirements applicable to the Project as indicated under 24 CFR Part 570. Duties include, but are not limited to: environmental compliance, procurement of applicable services, permitting, reporting, financial reporting, and construction management including inspections and Davis-Bacon Act compliance. Upon completion of the Project, the Subrecipient shall be solely responsible for the operation and maintenance of the Project.

5. Performance Monitoring. The County will monitor performance of the Subrecipient against goals and performance standards required herein. Substandard performance, as determined by the County, will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

6. Funding and Project Budget. Funds provided for this project are in whole or in part through Title I of the Housing and Community Development Act of 1974, as amended, Community Development Block Grant funds CFDA#14.218. A detailed project budget and funding are included under **Exhibit "B"**.

    a. Pre-award Costs may be applicable and allowable under this project. Consultation with the County will be required.

    b. Program Income shall be returned to the County in accordance with 24 CFR § 570.504, Program income. The County shall retain the program income transfers of grant funds by the Subrecipient which shall be adjusted according to the principles described in paragraphs (b)(2)(i) and (ii) of 24 CFR 570.504. Any program income on hand when the CDBG

Agreement expires, or received after the CDBG Agreement's expiration, shall be paid to the County as required by 24 CFR § 570.503, Agreements with subrecipients.

c. Uniform requirements. The Subrecipient shall comply with applicable uniform requirements, as described in 24 CFR § 570.502, Applicability of uniform administrative requirements, regardless of whether the same are specifically referenced in this Agreement.

   i. Requirements for governmental agencies include, but may not be limited to: 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", which incorporates OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments; 24 CFR Part 85 Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, as modified by 24 CFR § 570.502(a); and OMB Circular A-133 Audits of state and local governments and non-profit agencies.

   ii. Requirements for non-profit organizations include, but may not be limited to: 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", which incorporates OMB Circular A-122 Cost principles for non-profit organizations, 24 CFR Part 84 Grants and agreements with non-profit organizations, and OMB Circular A-133 Audits of state and local governments and non-profit agencies.

7. Schedule of Completion. The effective dates of this Agreement are upon execution by the Chair of the Board of Supervisors and ends on December 31, 2025.

8. Insurance.

   a. The Subrecipient, shall and shall cause any of its subcontractors to purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies who are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The form of any insurance policies and forms must be acceptable to the County.

   b. 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 satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Agreement.

   c. The Subrecipient's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

d. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

e. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. The Subrecipient shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Subrecipient to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

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

g. The insurance policies required by this Agreement shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

h. The policies required hereunder, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Subrecipient's work or service.

i. Coverage provided by the Subrecipient shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

j. Commercial General Liability:

    i. Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

k. Workers' Compensation:

    i. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Subrecipient's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability

insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

ii. The Subrecipient waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by the Subrecipient pursuant to this Agreement.

l. Automobile Liability: 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 any of the Subrecipient owned, hired, and non-owned vehicles assigned to or used in performance of the Subrecipient's work or services under this contract.

The policy shall be endorsed to include the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient, involving automobiles owned, leased, hired and/or non-owned by the Subrecipient, and shall insure the County to the full limits of liability purchased by the Subrecipient even if those limits of liability are in excess of the minimum limits required by this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claim arising out of the Subrecipient's work or service."

m. Builder's Risk (Property) Insurance, if scope of work includes building or renovating structures.

i. The Subrecipient shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial CDBG Agreement amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the County has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall name the County, the Subrecipient and all of the Subrecipient's subcontractors and sub-subcontractors as insured on the policy. For new construction projects, the Subrecipient agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, the Subrecipient agrees to assume responsibility for loss or damage to the work being performed at least up to the full CDBG Agreement amount, unless otherwise required by this Agreement documents or amendments thereto.

ii. Builders' Risk insurance shall be on a Special Causes of Loss form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover

reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the CDBG Agreement.

iii. Builders' Risk insurance must provide coverage from the time any covered property comes under the Subrecipient's control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Policy must contain a waiver of subrogation against the County.

iv. If the CDBG Agreement requires testing of equipment or other similar operations, at the option of the County, the Subrecipient will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

n. Certificates of Insurance:

i. Upon execution of the CDBG Agreement, the Subrecipient shall and shall cause any of its subcontractors to furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the CDBG Agreement, issued by the Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement name and title.

ii. Prior to commencing work or services under this Agreement, the Subrecipient shall have insurance in effect as required by the CDBG Agreement in the form provided by the County, issued by the Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days.

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

iv. If a policy does expire during the life of the CDBG Agreement, a renewed Certificate of Insurance must be sent to the County forty-five (45) days prior to the expiration date.

o. Cancellation and Expiration Notice:

i. Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

ii. If the Subrecipient or the Subrecipient's contractors provide professional or semi-professional personal services under this Agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, architects, licensed trades or legal services, the Subrecipient or the Subrecipient's contractors shall carry minimum liability coverage of $2,000,000 each occurrence and provide the County with proof of coverage.

p. Subcontractors: The Subrecipient's certificate(s) shall include all subcontractors as insureds under its policies or the Subrecipient shall furnish to the County separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

q. Approval: Any modification or variation from the insurance requirements of this Agreement must have prior approval from the County whose decision shall be final. Such action will not require a formal agreement amendment but may be made by administrative action.

r. Exceptions: In the event the Subrecipient is a public entity, the Subrecipient shall provide a Certificate of Self-Insurance or a Certificate of Proof of Pool Insurance to comply with proof of coverage.

9. Suspension and Termination. This Agreement shall remain in force and effect until completion of the Project or by the Schedule of Completion date in Section 7 above, whichever comes first, and shall comply with the applicable noncompliance, suspension, and termination requirements, in accordance with 2 CFR Part 200, Subpart D §§ 200.339-343. Consistent therewith, the County may suspend or terminate this Agreement if the Subrecipient fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

c. Ineffective or improper use of funds provided under this Agreement; or

d. Submission by the Subrecipient to the County reports that are incorrect or incomplete in any material respect.

The Subrecipient further specifically agrees to comply with the schedule included in **Exhibit "B"**. Failure to demonstrate timely substantial completion of the project may result in recapture of funds. Substantial completion is defined as having requested a minimum of 50% reimbursement from the County, the Project is on target for completion by the completion date in Section 7, and all documentation has been submitted to the County and has been deemed accurate and complete. Documentation includes but is not limited to quarterly reporting and labor standard documentation.

The Subrecipient further specifically agrees the Project may be cancelled and funds recaptured if the Project has been determined to not comply with this Agreement, the Application submitted, and the environmental review record completed.

10. General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including Subpart K, except that:

    a. The Subrecipient does not assume the County's environmental responsibilities described in 24 CFR § 570.604; and

    b. The Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

11. Environmental Review. In accordance with 24 CFR Parts 50 and 58, an environmental review of each project carried out with federal funds must be completed. Completion of the review and receipt of a release of funds is required prior to expending funds.

12. Davis-Bacon and Related Acts. This project shall comply with the federal prevailing wage requirements as applicable under 24 CFR § 570.603 and the U.S. Department of Housing and Urban Development Davis-Bacon and Labor Standards Office.

13. Procurement. This project shall comply with the Federal, State and County Procurement Policy to ensure a fair and open procurement process which encourages participation from small and disadvantaged businesses including minority and women owned businesses in accordance with 2 CFR Part 200.

    a. Compliance: The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.

    b. Standards: Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200 Subpart D.

    c. Construction Materials: The Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference

requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. Unless an effective waiver of BABA Provisions as applied to Recipients of HUD Federal Financial Assistance applies to this Agreement, the Subrecipient shall procure all iron, steel, manufactured products, and construction materials in accordance with BABA. As of November 23, 2022, HUD issued a departmentwide public interest De Minimis and Small Grants waiver to the Buy America Domestic Content Procurement Preference (Buy America Preference or BAP) as applied to the iron, steel, manufactured products, and construction materials requirement of BABA for recipients of Federal Financial Assistance for infrastructure projects whose total cost (including HUD funding and funding from any other source) is an amount equal to or less than the 2 CFR § 200.1 Simplified acquisition threshold, which is currently $250,000.

d. Travel: The Subrecipient shall obtain written approval from the County for any travel outside the County and Phoenix metropolitan area with funds provided under this Agreement.

e. All contractors and subcontractors performing work under this Agreement shall be registered in SAM.gov in order to verify if they are debarred or suspended from doing business with the federal government.

f. The Subrecipient shall comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA). Subrecipients with federal grant awards greater than or equal to $25,000 as of October 1, 2010 are subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. The County is required to file a FFATA report by the end of the month following the month in which the Subrecipient awards any contract greater than or equal to $25,000. This is required for all contractors and subcontractors awarded under this Agreement.

   Information to be collected and provided to the County for each contract includes:

   i. Date of executed agreement for all construction and subcontractor contracts)
   ii. Unique Entity Identifier/Unique Entity ID
   iii. Agency name and address
   iv. Contract amount
   v. Project description
   vi. Location of performance

14. Other program requirements.

a. In addition to other certifications made throughout the body of this Agreement, the Subrecipient acknowledges and certifies compliance with the certifications included under **Exhibits "D" and "E"**.

15. Use and Reversion of Assets. The use and disposition of real property and equipment under this

Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR §§ 570.502, 570.503, and 570.504, as applicable, which include, but are not limited to, the following:

a. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

b. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR § 570.208 until ten (10) years after expiration of this Agreement (or such longer period of time as the County deems appropriate). If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the County deems appropriate).

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

16. Relocation, real property acquisition and one-for-one housing replacement.

a. As applicable to the activities contemplated hereby, the Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); (b) the requirements of 24 CFR § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act (HCD); and (c) the requirements in 24 CFR § 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR § 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

17. Drug Free Workplace. As applicable to the Project, the Subrecipient will provide a drug-free workplace. The Subrecipient shall comply with the Drug-Free Workplace Act of 1988 and implementing regulations in 2 CFR Part 2429 regarding maintenance of a drug-free workplace. The Subrecipient shall comply with the "Certification Regarding Drug-Free Workplace Requirements"

attached hereto as **Exhibit "E"**. The Subrecipient shall ensure that the provisions of the clauses in **Exhibit "E"** are included in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000), so that the provisions will be binding upon each subcontractor or vendor.

18. Financial Management. Accounting Standards: The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

19. Documentation and Record Keeping.

    a. Records to be maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR § 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

        i. Records providing a full description of each activity undertaken;

        ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

        iii. Records required to determine the eligibility of activities;

        iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

        v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

        vi. Financial records as required by 24 CFR § 570.502, and 24 CFR § 84.21-28;

        vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570; and

        viii. Records outlined in the CDBG Application and Forms document available at: https://www.pinal.gov/grants.

    b. Retention: The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the CDBG Agreement program income for a period of five (5) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the CDBG Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

c. Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the County's monitors or its designees for review upon request.

d. Disclosure: The Subrecipient understands client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this contract unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

e. Close-outs: The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period the Subrecipient has control over CDBG funds, including program income.

f. Audits & Inspections: All of the Subrecipient's records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

20. Reporting and Payment Procedures.

a. Program Income: The Subrecipient shall report quarterly all program income (as defined at 24 CFR § 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the Subrecipient may only use such income under this Agreement for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

b. Indirect Costs: If indirect costs are charged, the Subrecipient shall provide documentation of its indirect cost rate, as approved by its cognizant agency. If an approved indirect cost

rate is not available, the Subrecipient will develop an indirect cost allocation plan for determining the Subrecipient's appropriate share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

c. Payment Procedures: The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in the Subrecipient's accounts. In addition, the County reserves the right to liquidate funds available under this Agreement for costs incurred by the County on behalf of the Subrecipient.

d. Progress Reports: The Subrecipient shall submit quarterly progress reports to the County in the form, content, and frequency as required by the County to ensure compliance and timeliness. Specific reporting data points are included under **Exhibit "C".**

21. County Recognition. The Subrecipient shall insure recognition of the role of the County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

22. Representations and Warranties.

a. The Parties warrant that they are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of their employees and warrant they are in compliance with A.R.S. § 23-214A which requires e-verification of each employee's legal employability after they are employed.

b. The Parties agree that all contracts awarded to contractors in connection with the Project shall include a provision stating that the contractor understands and acknowledges that contractor must comply with the Americans and Disabilities Act, The Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989, A.R.S. §34-301; A.R.S. §34-302; A.R.S. §41-4401 and A.R.S. §23-214(A), listed on the SAM.gov website, not listed on the excluded parties list, and that the contractor shall include this provision in any contract the contractor enters into with any and all of its subcontractors who provide services under any contract awarded to contractor by the County or the Subrecipient for the Project.

c. The Parties agree that all contracts awarded to contractors and/or subcontractors in connection with the work to be performed under this Agreement shall include the following provisions:

i. The contractor, or subcontractor, whichever is applicable, warrants its compliance with all federal immigration laws and regulations relating to its employees and its compliance with A.R.S. § 23-214A.

ii. A breach of warranty under paragraph (i) above shall constitute a material breach of the contract and is subject to penalties up to and including termination of the contract.

iii. Pursuant to the provisions of A.R.S. § 41-4401, the contractor or subcontractor, whichever is applicable, warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214 which requires verification of each employee's legal employability, after they are employed, using the e-verify program. Contractor and/or subcontractor shall obtain statements from their employees and subcontractors certifying compliance and shall furnish the statements to the County or the Subrecipient, as applicable. The County or the Subrecipient, at their sole discretion, may conduct random verifications of employment records of the contractor and any subcontractors to ensure compliance. The contractor agrees to assist in performing any such random verifications. These certifications shall remain in effect through the term of the contract. The contractor and subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract.

iv. Any and all Federal, State and local contractual requirements including, without limitation, those relating to remedies, termination, employment, labor, records, environment and energy.

d. Civil Rights.

i. Compliance: The Subrecipient agrees to comply with the State of Arizona Civil Rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

ii. Nondiscrimination: The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR § 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Act are still applicable.

iii. Land Covenants: This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d *et seq.* and implementing regulations in

24 CFR Part 1) and 24 CFR §§ 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. Section 504: The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability in programs that receive Federal financial assistance. The County shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

v. Americans with Disabilities Act. Subrecipient will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR parts 35 and 36.

e. Affirmative Action.

i. Approved Plan: The Subrecipient agrees that it shall be committed to carry out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

ii. Women- and Minority-Owned Businesses (W/MBE): The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro- Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

iii. Access to Records. The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

iv. Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. Equal Employment Opportunity, Civil Rights, and Affirmative Action (EEO/AA) Statement: The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

vi. Subcontract Provisions. The Subrecipient will include the provisions of Sections 22(d), Civil Rights, and 22(e), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

f. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR § 60-1.3 must include the equal opportunity clause provided under 41 CFR § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 CFR Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). *See* 2 CFR Part 200, Appendix II(C).

g. During the performance of this Agreement, the Subrecipient agrees as follows:

i. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, national origin (including limited English proficiency), religion, disability, age, sex, sexual orientation, or gender identity. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, national origin (including limited English proficiency), religion, disability, age, sex, sexual orientation, or gender identity. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. They agree to post in conspicuous places, available to employees and applicants for employment,

notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin (including limited English proficiency), religion, disability, age, sex, sexual orientation, or gender identity.

h. Employment Restrictions.

i. Prohibited Activity: The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

ii. Labor Standards: The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of 29 CFR Part 5. Such documentation shall be made available to the County for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

i. "Section 3" Clause.

i. Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this

contract and binding upon the County, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the County, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the CDBG Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low - and very low-income persons in the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area where the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs

The Parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Agreement, the Parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR Part 75 regulations.

ii. Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iii. Subcontracts. The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

23. Conduct.

a. Assignability. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the County; provided, however, that claims for money due or to become due to the Subrecipient from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

b. Subcontracts.

i. Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the County prior to the execution of such agreement.

ii. Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

iii. Content. The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iv. Selection Process. The Subrecipient shall undertake to insure that all subcontracts issued for the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the County along with documentation concerning the selection process.

c. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C. Chapter 15.

d. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 2 CFR §200.112 and 570.611, which include (but are not limited to) the following:

i. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

ii. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Subrecipient, or any designated public agency.

e. Anti-Lobbying. The Subrecipient hereby certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient will report this to the County and the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

iii. The Subrecipient will require the language of this Anti-Lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

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

f. Copyright. If this Agreement results in any copyrightable material or inventions, the County and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

g. Religious Activities. The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

24. Environmental Conditions.

a. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

i. Clean Air Act, 42 U.S.C. 7401 *et seq*. pursuant to 40 CFR Part 50, as amended.

ii. Federal Water Pollution Control Act commonly known as the Clean Water Act, as amended, 33 U.S.C. 1251 *et seq.*, as amended, 33 U.S.C. 1318 relating to inspection, monitoring, entry, reports, information, requirements, and all regulations and guidelines issued thereunder;

iii. Environmental Protection Agency (EPA) regulations.

b. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

c. Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners,

prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

d. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

   In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

25. General Terms.

   a. Severability. If any term or provision of this Agreement shall, to any extent be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Agreement shall not be affected thereby, and each of such remaining terms and provisions shall be valid and enforced to the extent permitted by law.

   b. Exhibits. Each of the exhibits attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits hereto.

   c. Amendments. The County or the Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each Party, and approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the County or the Subrecipient from its obligations under this Agreement.

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

d. Section Heading and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

e. Waiver. The County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

g. Mutual Indemnification. To the maximum extent permitted by law, each Party (as "**Indemnitor**") agrees to indemnify, defend and hold harmless the other Party, its governing body, officers, officials, agents, employees, and volunteers (as "**Indemnities**") from and against any and all claims, losses, liabilities, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, governing body, officials, agents, employees, or volunteers.

h. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

i. Entire Understanding. This Agreement contains the entire agreement between the Parties, and no statements, promises or inducements made by either Party, their agents, or employees that are not contained herein shall be valid or binding. This Agreement may not be altered except in writing and signed by both Parties hereto.

j. Conflict of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

a. E-verify. The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:

   i. Its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214;

   ii. That a breach of this warranty shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability.

iii. That the County retains the legal right to inspect the papers and employment records of any Subrecipient contractor or employee who works on the Project in any way or otherwise performs services in relation to this Agreement, to ensure that the Subrecipient is complying with the warranty provided above and that the Subrecipient agrees to make all papers and employment records of said contractor(s) and employee(s) available during normal working hours in order to facilitate such an inspection.

k. Israel Boycott Prohibited. The Subrecipient hereby certifies to the County as follows: that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel pursuant to A.R.S §35-393.01(A). Further that a breach of this Certification shall constitute a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement, and that the County retains the legal right to inspect the records of the Subrecipient and its contractor(s) to ensure compliance with this certification.

l. Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the Subrecipient hereby certifies to the County as follows: that it is not currently using, and agrees for the duration of this Agreement to not use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. The Subrecipient further acknowledges and agrees that: (1) if the Subrecipient becomes aware during the term of this Agreement that it is not in compliance with this certification that the Subrecipient will notify the County within five (5) business days after becoming aware of the noncompliance; and (2) if the Subrecipient does not provide the County with a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) days after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if this Agreement's termination date occurs before the end of the remedy period, this Agreement terminates on this Agreement's termination date. The County retains the legal right to inspect the records of the Subrecipient and its contractor(s) to ensure compliance with this certification for the duration of this Agreement.

26. Notices. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be effective upon hand delivery, deposit with a reputable overnight carrier such as FedEx for overnight delivery, or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage pre-paid, return receipt requested with a courtesy copy via e-mail as follows:

Pinal County	City of Eloy
Attn: Heather Patel	Attn: Brizeida Medina

Physical address:	
31 North Pinal Street	595 North C Street, Suite 104
Florence, AZ 85132	Eloy, Arizona 85131
Mailing address:	
P.O. Box 1348	595 North C Street, Suite 104
Florence, Arizona 85132	Eloy, Arizona 85131
heather.patel@pinal.gov	bmedina@eloyaz.gov

The Parties shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

27. Fair Meaning. This Agreement is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

28. Waiver of Jury Trial. The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.

29. Implied Contract Terms. Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated herein.

30. Alternative Dispute Resolution. In the event of any dispute, the Parties will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

APPROVALS

IN WITNESS WHEREOF, the Parties hereto, have executed this Agreement as of the day and year set forth below.

City of Eloy, a municipal corporation of the State of Arizona

By: _____
Mayor

Dated: 10/28/24

ATTEST:

_____
Town/City Clerk

Approved as to form and within the powers and authority granted the City of Eloy under the laws of the State of Arizona:

_____
Town/City Attorney

PINAL COUNTY, a political subdivision of the State of Arizona

By: _____
Chair of the Board of Supervisors

Dated: _____

ATTEST:

_____
Clerk/Deputy Clerk of the Board of Supervisors

Approved as to form and within the powers and authority granted Pinal County under the laws of the State of Arizona:

_____
Deputy County Attorney

EXHIBIT "A"

CDBG AGREEMENT/COOPERATIVE AGREEMENT

U.S. HOUSING AND URBAN DEVELOPMENT
COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS
COOPERATION AND COORDINATION AGREEMENT
BETWEEN PINAL COUNTY AND THE CITY OF ELOY

THIS COOPERATION AND COORDINATION AGREEMENT ("Agreement") is dated the 7th day of July, 2021, and made by and between PINAL COUNTY, a political subdivision of the State of Arizona ("County") and the City of Eloy, an Arizona municipal corporation ("ULG"). The County and ULG are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. Pursuant to Title I of the Housing and Community Development Act of 1974, as amended ("Act") and applicable regulations of the United States Department of Housing and Urban Development ("HUD"), as amended ("Regulations"), the County is a qualified urban county entitled to receive Community Development Block Grant ("CDBG"), HOME Investment Partnership ("HOME"), and Emergency Solutions Grant ("ESG") funding through HUD.

B. The ULG is a unit of general local government under the Act and Regulations, and has elected to participate with the County in the Urban County funding program administered by the County ("Program").

C. The County and ULG are entering into this Agreement to define their rights and responsibilities under the Program pursuant to the requirements of the Act and Regulations.

AGREEMENT

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

1. This Agreement covers the CDBG, HOME and ESG programs.

2. By executing this Agreement, the ULG understands that it:

   A. May not apply for grants from appropriations under the State of Arizona CDBG Program during the period in which it participates in the County's CDBG Program; and

   B. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. Additionally, the ULG may apply to the State for HOME funds, if the State allows; and

C. May receive a formula allocation under the ESG Program only through the urban county. However, this does not preclude the ULG from applying to the State for ESG funds, if the State allows.

3. This agreement covers the years of the County's qualification period including Federal FYs 2022, 2023, and 2024. This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the County or ULG provides written notice to the other Party it elects not to participate in a new qualification period. A copy of the notice shall be sent to the applicable HUD Field Office.

4. The County will notify the ULG in writing of its right to discontinue participation in a new qualification period no later than the date specified in the County's HUD qualification notice. A copy of the County's notification to the ULG shall be sent to the applicable HUD Field Office by the date specified in Section II of the County's Qualification Schedule.

5. Each Party agrees to adopt in writing any amendment to this Agreement incorporating changes necessary to meet future requirements for cooperation agreements set forth by HUD in the County's qualification notice for a subsequent three-year County qualification period. Future amendments shall be submitted to HUD and a failure to comply will void the automatic renewal for the qualification period.

6. This Agreement shall remain in effect until the CDBG, HOME and ESG funds and program income received for activities carried out during the term of the County's three-year qualification period, and any successive qualification periods under this Agreement, are expended and the funded activities completed. The County and ULG will not terminate or withdraw from this Agreement prior to completion of funded activities.

7. The County and ULG agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

8. The County and ULG agree to take all actions necessary to assure compliance with the County's certification under section 104(b). The Program will be conducted and administered in conformity with the Civil Rights Act of 1964 and the Fair Housing Act, and will strive to affirmatively further the goal of fair housing. The County and ULG agree to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and all other applicable laws. The County is expressly prohibited from funding any activities in, or in support of, any cooperating unit of general local government including the ULG that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with fair housing certification.

9. As a HUD requirement for participation in the Program, the ULG agrees to:

A. Prohibit the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and

B. Enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of a non-violent civil rights demonstration.

10. Neither Party may veto or otherwise obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement. The County has final responsibility for submitting the Consolidated Plan to HUD that includes CDBG, HOME and ESG activities.

11. Pursuant to 24 CFR 570.501(b), the ULG is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

12. The ULG must use CDBG, HOME, and ESG funds for activities eligible under the Act and Regulations and may not sell, trade, or otherwise transfer any portion to another metropolitan city, urban county, unit of general local government, Indian tribe, or insular area that directly or indirectly receives CDBG funds, in exchange for any other funds, credits or non-Federal considerations.

IN WITNESS WHEREOF, these presents are hereby signed and agreed to by the Parties hereto.

City of Eloy, an Arizona municipal Corporation

By: _____
Mayor

Date: 7/12/2021

PINAL COUNTY, a political subdivision of the State of Arizona

By: _____
Chairman of the Board

Date: 07/07/2021

ATTEST:

By: _____
City/Town Clerk

ATTEST:

By: _____
Clerk/Deputy Clerk of the Board

COUNSEL LEGAL OPINION

I have read this Agreement and have determined the terms and provisions of this Agreement are fully authorized under State and local law and this Agreement provides full legal authority for the County.

Deputy County Attorney — Date: 6-22-21

I have read this Agreement and have determined the terms and provisions of this Agreement are fully authorized under State and local law and this Agreement provides full legal authority for the unit of local government ("ULG").

City/Town Attorney — Date: July 12, 2021

EXHIBIT "B"

THE PROJECT

I. SUBRECIPIENT INFORMATION

Organization Name	City of Eloy
Address	595 North C Street, Suite 104
City, State, Zip Code	Eloy, Arizona 85131
Telephone	520-466-9201
Contact Person	Brizeida Medina
E-mail address	bmedina@eloyaz.gov
DUNS#	2513422
Tax Identification #	86-6000662
UEI	CLC6K1M7J8J5

II. PROGRAM INFORMATION

CFDA #	14.218
Funding Year	Federal Fiscal Year 2024/Program Year 2024
HUD Grant #	B-24-UC-04-0503
Date of HUD Agreement	July 1, 2024
HUD Agreement Amount	$1,755,352
Amount to the Subrecipient	$173,090
Period of Performance	Upon contract execution – September 30, 2025
Budget Period	Upon contract execution – December 31, 2025

III. PROJECT INFORMATION

Project Name	Toltec Senior Center Improvement Project
Project Number	30122
National Objective	Low and Moderate Income Limited Clientele Elimination of Slum or Blight

IV. KEY PERFORMANCE INDICATORS

Project Description	The Senior Center renovation project will include the removal and replacement of approximately 3,000 sq ft of ADA concrete sidewalks, ramps, and curbs, two self-operating ADA entry doors including any/all required electrical upgrades to the building's existing service panel, installation of CMU dumpster enclosure, and application of approximately

	8,000 sq ft of asphalt seal coating to the building's parking area in addition to a restripe.
Project Location	3650 West Shedd Road, Eloy, Arizona 85131
Project Beneficiaries	This project will serve approximately 9,610 persons
Percentage of LMI	69.25%

V. PROJECT SCHEDULE

Execute Subrecipient Agreement	11/30/2024
Release of Funds from Pinal County	12/31/2024
Completed procurement	3/31/2025
Project completion	9/30/2025
Davis Bacon and Section 3 compliance, if applicable	9/30/2025
Project closeout, all funds expended, and closeout report due	12/31/2025

EXHIBIT "C"

QUARTERLY REPORTS

VI. REPORTING

Quarterly Reports	July 1 – September 30 submitted by October 10 October 1 – December 31 by January 10 January 1 – March 30 by April 10 April 1 – June 30 by July 10
Closeout report	

The following data points shall be included in each quarterly progress report when applicable:

1. Description and rational of change orders including documentation.
2. Wage decision received through SAM.gov
3. Labor standard and payroll reports as provided at https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform with corresponding Section 3 documentation
4. Status of project by percent complete compared to the funds expended and the schedule submitted with the application
5. Any additional funds allocated and spent on the project including the source
6. FFATA required data for all contracts.
    a. Name and address of contractor
    b. Copy of the executed contract
    a. Total contract amount
    b. verification of www.sam.gov eligibility
    c. UEI #/Unique Entity ID
    d. MBE/WBE eligibility
    e. List of subcontractors including the above information in a-d
    f. Project description
    g. Location of performance

A final report/closeout report shall be submitted within 30 days of close of project. The following items shall be included in the report:

1. Total number of beneficiaries and number of low income beneficiaries if different from the application.
2. Breakdown of beneficiaries by race and ethnicity including: White, Black or African American, American Indian and Alaskan Native, Asian, Native Hawaiian or other Pacific Islander, Some other Race, or Two or more Races. Also, each beneficiary should be identified if they are Hispanic or Latino if different from application.
3. Total amount of additional funds spent on the project, including source.
4. Final outcome of project e.g. l.f. of sidewalks, number of ADA ramps, etc.
5. Actions taken on behalf of the Subrecipient to remove negative effects of public policy that serve as a barrier to affordable housing. This information can typically be obtained through

the planning department. Examples might be as follows: do you restrict multifamily development to one part of town where the low-income residents live? Do you provide for development agreements to give incentives to residential developments to incorporate affordable housing units?

6. What actions, if any, were taken to reduce lead-based paint hazards in affordable housing?
7. What actions, if any, were taken to reduce the number of poverty-level families within your community? What are the social service-type activities you do or provide to benefit this population? What economic development activities do you engage in to bring jobs to your residents?
8. What actions, if any, were taken to improve coordination with social service agencies serving your community? Are there community meetings or events that bring agencies together to serve your residents?
9. Documentation of Affirmatively Furthering Fair Housing. What actions, if any, were taken to remove impediments to fair housing outside those actions listed above?

EXHIBIT "D"

CERTIFICATIONS

In accordance with the applicable statues and the regulations governing the consolidated plan regulations, the unit of local of government (ULG) certifies with each application that:

Affirmatively Further Fair Housing –ULG will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan –ULG will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. ULG has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant (CDBG) or HOME programs.

Anti-Lobbying – To the best of the ULG's knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the ULG shall certify and disclose this to Pinal County so the ULG will report this to Pinal County and the ULG shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. This Anti-Lobbying certification will be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subrecipients shall certify and disclose accordingly; and

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

Authority of Jurisdiction – The consolidated plan is authorized under State and local law and the ULG possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan – The activities to be undertaken with Community Development Block Grant (CDBG), HOME, Emergency Solutions Grant, and housing opportunities for persons with AIDS funds are consistent with the strategic plan in Pinal County's consolidated plan.

Section 3 –ULG will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) and implementing regulations at 24 CFR Parts 75 and 135.

Citizen Participation – ULG is in full compliance and adhering to Pinal County's detailed citizen participation plan that satisfies the requirements of 24 CFR § 91.105.

Community Development Plan – Pinal County's consolidated plan identifies community development and housing needs and specific both short-term and long-term community development objectives that have been developed in accordance with primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing expanding economic opportunities, primarily, for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570. The ULG further certifies it is following a current consolidated plan that has been approved by HUD.

Use of funds – ULG has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, ULG has developed a proposal to be included in the Pinal County Action Plan so as to give maximum feasible priority to activities which benefit low-moderate income families or aid in the prevention of elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the County certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the heath or welfare of the community, and other financial resources are not available.

2. Overall Benefit. The aggregate use of CDBG funds, including section 108 guaranteed loans, during program year(s) *2022, 2023, 2024*, shall principally benefit persons of low and moderate income in a manner that ensures at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. ULG will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the portion of a fee or assessment that related to the capital costs of public improvements (assisted in part with CDBG funds) financed from other

revenue sources, an assessment of charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force – ULG has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws – The program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and their implementing regulations.

Lead-Based Paint –ULG's activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws –ULG will comply with applicable laws.

Specific HOME Certifications - The HOME participating jurisdiction certifies that:

- **Tenant Based Rental Assistance –** If ULG plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

- **Eligible Activities and Costs –**ULG is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§ 92.205 through 92.209 and that ULG is not using and will not use HOME funds for prohibited activities, as described in 24 CFR §92.214.

- **Subsidy Layering –** Before committing any funds to a project, ULG will evaluate the project in accordance with the guidelines that is adopts for this purpose and will not invest any additional HOME funds in combination with other federal assistance than is necessary to provide affordable housing.

Lobbying or Anti-Lobbying Certifications
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than $10,000 for each such failure.

Conflict of Interest - ULG has no conflict of interest with the Pinal County appointed or elected representatives under the provisions of *ARS* Title 38, Chapter 3, Article 8 regarding conflict of interest and exceptions thereto.

Federal Labor Standards - ULG will comply with federal requirements to be observed by organizations being funded with CDBG/HUD funds, including compliance with Federal Labor Standards, Section 3, Segregated Facilities, Equal Opportunity, and Non- Discrimination; Section 109, Title VI and EO 11246. All requirements are also described in 24 CFR Part 570 (including Subpart D, CDBG Entitlement Grants).

EXHIBIT "E"

CERTIFICATION FOR A DRUG-FREE WORKPLACE

The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of the prohibition.

b. Establishing an ongoing drug-free awareness program to inform employees about:

    1. The dangers of drug abuse in the workplace;

    2. The Subrecipient's policy of maintaining a drug-free workplace;

    3. Available drug counseling, rehabilitation, and employee assistance programs; and

    4. The penalties that may be imposed upon employees for drug abuse violations.

c. Making it a requirement that each employee to be engaged in the performance of activities or services set forth in this Agreement or otherwise in performance of the grant be given a copy of the statement required by paragraph (a).

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment in the performance of activities or services set forth in this Agreement, or otherwise under the grant, the employee will:

    1. Abide by the terms of the statement; and

    2. Notify the Subrecipient of any criminal drug statute violation occurring in the workplace no later than five (5) days after such conviction.

e. Notifying the County within ten (10) days after receiving notice of such employee's conviction pursuant to paragraph (d)(2) or otherwise receiving actual notice of the conviction. The Subrecipient must provide notice, including position title, to the County. Notice shall include reference to this Agreement to allow the County to determine how it might affect the grant.

f. Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the paragraphs set forth herein.

h. Requiring that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts) and that all subcontractors shall certify and disclose accordingly.