**HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)**
**SUBRECIPIENT AGREEMENT**
**BETWEEN PINAL COUNTY AND A NEW LEAF**

This Home Investment Partnerships Program (HOME) Subrecipient Agreement (**this "Agreement"**) is entered into by and between Pinal County, a political subdivision of the state of Arizona (**"PINAL COUNTY"**), and A New Leaf, a/an Arizona non-profit corporation (**"SUBRECIPIENT"**). PINAL COUNTY and SUBRECIPIENT may each be referred to be referred to individually as a "Party" and collectively as the "Parties."

## RECITALS

**WHEREAS,** pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, Title II of the Cranston-Gonzales National Affordable Housing Act, Pub. L. No. 101-625, which created the HOME Investment Partnerships Program ("HOME Program"), and applicable regulations, as amended, including without limitation, 24 Code of Federal Regulations ("CFR") part 92 ("HOME Regulations") of the United States Department of Housing and Urban Development ("HUD"), PINAL COUNTY is a participating jurisdiction that receives HOME grant funding through formula allocations to strengthen public-private partnerships and increase the supply of affordable housing for low- and very low-income households; and,

**WHEREAS,** PINAL COUNTY awards portions of its HOME Program funds ("HOME funds") to public and private non-profit agencies ("subrecipients") for projects and programs to develop housing, rehabilitate housing, or otherwise assist in providing affordable housing to meet the needs of lower income households throughout Pinal County; and,

**WHEREAS,** the affordable housing needs which guide PINAL COUNTY's distribution of HOME funds are identified and assessed in PINAL COUNTY's Consolidated Plan for Housing and Community Development (the "Consolidated Plan"), and,

**WHEREAS,** the Consolidated Plan identifies affordable housing opportunities for low-income families as an important housing need and the Consolidated Plan is incorporated in this Agreement by this reference; and,

**WHEREAS,** PINAL COUNTY desires to engage SUBRECIPIENT to assist PINAL COUNTY in utilizing HOME funds to increase the access of affordable housing for low- and very low-income households.

## AGREEMENT

**NOW, THEREFORE,** in consideration of the foregoing recitals and the mutual promises and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PINAL COUNTY and SUBRECIPIENT, intending to become legally bound, agree as follows:

1. **Activities.** SUBRECIPIENT will be responsible for implementing a HOME Program eligible activity or project in a manner satisfactory to PINAL COUNTY and consistent with any standards required as a condition of providing HOME funds. Such project will include the eligible activities under the HOME Program as set forth in the attached **Exhibit "A."**

2. **Project Scope.** The scope of the project is set forth in the attached **Exhibit "A."** PINAL COUNTY and 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. **Objectives.** All activities funded with HOME funds must meet the objectives of the HOME Program to provide decent affordable housing to lower-income households, expand the capacity of nonprofit housing providers, strengthen the ability of state and local governments to provide housing, and leverage private-sector participation. SUBRECIPIENT certifies that the activities carried out under this Agreement will meet one or more of these objectives as set forth in **Exhibit "A."**

4. **Parties' General Obligations.**

   a. **PINAL COUNTY Obligations**. PINAL COUNTY shall be primarily responsible, after consultation with SUBRECIPIENT, for ensuring compliance with all federal, state, and local laws, ordinances, rules, regulations and requirements applicable to the completion of the Project under 24 CFR part 92. This shall include, but not be limited to, maintaining financial and other records documenting eligibility, provision of services, and SUBRECIPIENT's expenses relative to the Project as a result of assistance provided through the HOME Program.

   b. **SUBRECIPIENT Obligations.**

      i. SUBRECIPIENT shall be primarily responsible, after consultation with PINAL COUNTY, for all work in connection with the Project. 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 92. Duties include, but are not limited to: environmental compliance, procurement of applicable services, permitting, reporting, and financial reporting. Upon completion of the Project, SUBRECIPIENT shall be solely responsible for the operation and maintenance of the Project.

      ii. If applicable, SUBRECIPIENT shall describe the address of the project or the legal description of the property if a street address has not been assigned to the property, the use of the HOME funds and other funds for the project, including the tasks to be performed for the project, a schedule for completing the tasks and the project, and a complete budget. These items must be in sufficient detail to provide a sound basis for PINAL COUNTY

to effectively monitor performance under this Agreement to achieve project completion and compliance with the HOME requirements.

**iii.** SUBRECIPIENT shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the Project. The address or location of any family violence project assisted with HOME funds will not be made public, except with written authorization of the person responsible for the operations of such project.

**iv.** SUBRECIPIENT shall establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by the HOME Program.

**v.** In the case of a project that provides housing or services to families, SUBRECIPIENT shall designate a staff person to be responsible for ensuring that children being served in the Project are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act (IDEA), and programs authorized under the HOME Program.

**vi.** SUBRECIPIENT, its officers, and employees are not debarred or suspended or otherwise excluded from doing business with the federal government.

**vii.** If SUBRECIPIENT is a technical assistance provider to develop the capacity of a community housing development organization (CHDO) in Pinal County, then SUBRECIPIENT must identify the specific nonprofit organization(s) to receive capacity building assistance and must describe the amount and use (scope of work) of the HOME funds, including a budget, a period of performance, and a schedule for completion

**viii.** Housing assisted with HOME funds must meet the affordability requirements of 24 CFR §§ 92.252 or 92.254, as applicable.

**ix.** SUBRECIPIENT shall provide information, such as data and reports, as required by the U.S. Department of Housing and Urban Development (HUD).

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

6. **Funding and Project Budget.** Funds provided for the Project are in whole or in part through HOME Catalog of Federal Domestic Assistance (CFDA) #14.239. A detailed project budget and funding are included under **Exhibit "A."**

**a.** **Pre-Award Costs.** Pre-award Costs may be applicable and allowable under the Project. Consultation with PINAL COUNTY will be required.

**b.** **Program Income.** Program income shall be returned to PINAL COUNTY in accordance with 24 CFR part 92. PINAL COUNTY shall retain the program income transfers of grant funds by SUBRECIPIENT which shall be adjusted according to the principles described in 24 CFR part 92. Any program income on hand when the housing ceases to qualify as affordable housing before the period of affordability expires shall be paid to PINAL COUNTY as required by 24 CFR § 92.501, HOME Investment Partnership Agreement.

**c.** **Uniform Requirements.** SUBRECIPIENT shall comply with applicable uniform requirements, as described in 24 CFR §§ 92.504(c)(1)(iv) and 92.505, Applicability of uniform administrative requirements, regardless of whether the same are specifically referenced in this Agreement.

**i.** The requirements of 2 CFR part 200 apply to participating jurisdictions, state recipients, and subrecipients receiving HOME funds, except for the following provisions: 2 CFR §§ 200.306, 200.307, 200.308 (not applicable to participating jurisdictions), 200.311 (except as provided in 24 CFR § 92.257), 200.312, 200.329, 200.333, and 200.334. The provisions of 2 CFR § 200.305 apply as modified by 24 CFR § 92.502(c). If there is a conflict between definitions in 2 CFR part 200 and 24 CFR part 92, the definitions in 24 CFR part 92 govern.

**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. If SUBRECIPIENT is a non-profit corporation, it shall provide appropriate financial reports in accordance with A.R.S. § 11-624 and agrees to allow PINAL COUNTY to conduct financial monitoring and audits of it, and it agrees to cooperate fully with any financial monitoring or audits PINAL COUNTY conducts or requires. SUBRECIPIENT agrees at all times, both during and after expiration or termination of this Agreement, to maintain and preserve its records in a manner consistent, and in compliance, with all applicable laws and regulations. This section shall survive expiration or termination of this Agreement

**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, 2026. This agreement may be extended with additional funding and an amendment outlining the new performance period.

**8.** **Insurance.**

**a.** 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 PINAL COUNTY. The form of any insurance policies and forms must be acceptable to PINAL 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 PINAL COUNTY, constitute a material breach of this Agreement.

**c.** SUBRECIPIENT's insurance shall be endorsed as primary and noncontributory insurance as respects PINAL COUNTY, and any insurance or self-insurance maintained by PINAL COUNTY.

**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 PINAL 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 PINAL COUNTY under such policies. SUBRECIPIENT shall be solely responsible for the deductible and/or self-insured retention and PINAL COUNTY, at its option, may require SUBRECIPIENT to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**f.** PINAL COUNTY reserves the right to request and to receive, within ten (10) business days, copies of any or all the herein required insurance certificates. PINAL COUNTY shall not be obligated to review policies and/or endorsements or to advise SUBRECIPIENT of any deficiencies in such policies and endorsements, and such receipt shall not relieve SUBRECIPIENT from, or be deemed a waiver of PINAL COUNTY's right to insist on strict fulfillment of SUBRECIPIENT's obligations under this Agreement.

**g.** The insurance policies required by this Agreement shall name PINAL 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 PINAL COUNTY, its agents, representatives, officers, directors, officials and employees for any claims arising out of SUBRECIPIENT's work or service.

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

**j.** **Commercial General Liability.** 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 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.** SUBRECIPIENT waives all rights against PINAL 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 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 SUBRECIPIENT owned, hired, and non-owned vehicles assigned to or used in performance of SUBRECIPIENT's work or services under this Agreement.

The policy shall be endorsed to include PINAL 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 SUBRECIPIENT, involving automobiles owned, leased, hired and/or non-owned by SUBRECIPIENT, and shall insure PINAL COUNTY to the full limits of liability purchased by SUBRECIPIENT even if those limits of liability are in excess of the minimum limits required by this Agreement.

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

**m.** **Professional Liability**. Only if SUBRECIPIENT or SUBRECIPIENT's contractors provide professional or semi-professional services under this Agreement for which malpractice or professional liability coverage is applicable, such as architects, licensed trades, or legal services. SUBRECIPIENT or SUBRECIPIENT's contractors shall carry minimum liability coverage of $2,000,000 each occurrence, and $2,000,000 aggregate.

**n.** **Builder's Risk (Property) Insurance.** Only applicable if scope of work includes building or renovating structures.

**i.** SUBRECIPIENT shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the HOME funds 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 PINAL COUNTY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall name PINAL COUNTY, SUBRECIPIENT and all of SUBRECIPIENT's subcontractors and sub-subcontractors as insured on the policy. For new construction projects, SUBRECIPIENT agrees to assume full responsibility for loss or damage to the work being performed, materials, and to the structures under construction. For renovation construction projects, SUBRECIPIENT agrees to assume responsibility for loss or damage to the materials and work being performed at least up to the full HOME funds 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 falsework and temporary buildings and shall insure against risk of theft, 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 this Agreement.

**iii.** Builders' Risk insurance must provide coverage from the time any covered materials or property comes under SUBRECIPIENT's control and/or

responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered materials or 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 PINAL COUNTY.

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

**o. Certificates of Insurance.**

**i.** Upon execution of this Agreement, SUBRECIPIENT shall and shall cause any of its subcontractors to furnish PINAL COUNTY with valid and complete certificates of insurance, or formal endorsements as required by this Agreement, issued by 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, SUBRECIPIENT shall show proof of insurance in effect as required by this Agreement on a form acceptable to PINAL COUNTY, issued by SUBRECIPIENT's insurer(s) or broker, 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 PINAL COUNTY within ten (10) business days of a request.

**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 SUBRECIPIENT's work or services and as evidenced by annual Certificates of Insurance.

**iv.** If a policy expires during the life of this Agreement, a renewed Certificate of Insurance must be sent to PINAL COUNTY as soon as renewal coverage is bound, at least fourteen (14) calendar days prior to the expiration date. If coverage has not been bound, SUBRECIPIENT must notify PINAL COUNTY of the status of insurance renewal.

**p. Cancellation and Expiration Notice.** Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) calendar days' prior written notice to PINAL COUNTY.

**9.** **Indemnification.** To the fullest extent permitted by law, SUBRECIPIENT (as "Indemnitor") shall defend, indemnify, and hold harmless PINAL COUNTY and its departments, agencies, officers, officials, agents, employees, and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including, but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for personal or bodily injury (including death), or loss or damage to tangible or intangible property caused as a direct or indirect result of any acts or omissions of SUBRECIPIENT or any of its owners, officers, directors, agents, employees, or subcontractors, regardless of whether or not such Claims are caused in part by a Party indemnified hereunder. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of SUBRECIPIENT to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is agreed that SUBRECIPIENT will be responsible for primary loss investigation, defense, and judgment costs unless the loss is proven to be the sole negligence or willful misconduct of Indemnitee and not in any way resulting from any act or omission of SUBRECIPIENT or anyone directly or indirectly employed by SUBRECIPIENT or anyone for whose acts SUBRECIPIENT may be liable. SUBRECIPIENT agrees to waive all rights of subrogation against PINAL COUNTY, its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from the work performed by SUBRECIPIENT for PINAL COUNTY. This indemnification shall survive the termination of this Agreement.

Any insurance, its limits, amount and type required herein to be maintained by SUBRECIPIENT shall in no way be construed as limiting the scope of this Indemnity.

**10.** **Subcontractors.** SUBRECIPIENT's certificate(s) shall include all subcontractors as insureds under its policies or SUBRECIPIENT shall furnish to PINAL COUNTY separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

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

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

**13.** **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 24 CFR part 92 and 2 CFR part 200, subpart D §§ 200.339-343. Consistent therewith, PINAL COUNTY may suspend or

terminate this Agreement if 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 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 SUBRECIPIENT to PINAL COUNTY reports that are incorrect or incomplete in any material respect.

SUBRECIPIENT further specifically agrees to comply with the schedule included in **Exhibit "A."** 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 PINAL COUNTY, the Project is on target for completion by the completion date in Section 7, and all documentation has been submitted to PINAL COUNTY and has been deemed accurate and complete. Documentation includes but is not limited to quarterly reporting and labor standard documentation.

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.

**14.** **General Compliance.** SUBRECIPIENT agrees to comply with the requirements of the HOME Regulations, except that:

**a.** SUBRECIPIENT does not assume PINAL COUNTY's environmental responsibilities described in 24 CFR § 92.352; and

**b.** SUBRECIPIENT does not assume PINAL COUNTY's responsibility for initiating the review process under the provisions of 24 CFR parts 50 and 58. SUBRECIPIENT also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**15.** **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.

16. **Davis-Bacon and Related Acts.** The Project shall comply with the federal prevailing wage requirements as applicable under 24 CFR § 92.354 and the U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards.

17. **Procurement.** The Project shall comply with federal, state, and Pinal County Procurement laws and policies to ensure a fair and open procurement process which encourages participation from small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered in accordance with 24 CFR § 92.351 and 2 CFR § 200.321.

    a. **Compliance.** SUBRECIPIENT shall comply with current PINAL 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 HOME Program assets (unexpended program income, property, equipment, etc.) shall revert to PINAL COUNTY upon termination of this Agreement.

    b. **Standards.** Unless specified otherwise within this Agreement, SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 24 CFR part 92 and 2 CFR part 200 subpart D, as applicable.

    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, SUBRECIPIENT shall procure all iron, steel, manufactured products, and construction materials in accordance with BABA. As of November 23, 2022, HUD issued a department wide 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.** SUBRECIPIENT shall obtain written approval from PINAL COUNTY for any travel outside PINAL 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 or otherwise excluded from doing business with the federal government.

**f.** 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. PINAL COUNTY is required to file a FFATA report by the end of the month following the month in which 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 PINAL 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.** The Project description; and

**vi.** Location of performance.

**18. <u>Reporting and Payment Procedures</u>.**

**a.** **Program Income.** SUBRECIPIENT shall report quarterly all program income (as defined at 24 CFR § 92.2) generated by activities carried out with HOME funds made available under this Agreement. The use of program income by SUBRECIPIENT shall comply with the requirements set forth at 24 CFR § 92.503. By way of further limitations, SUBRECIPIENT may only use such program 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.

**b.** **Indirect Costs.** Indirect costs may be charged to the HOME program under a cost allocation plan prepared in accordance with 24 CFR § 92.207 and in accordance with 2 CFR part 200, subpart E. If indirect costs are charged, SUBRECIPIENT shall provide documentation of its indirect cost rate, as approved by its cognizant agency. If an approved indirect cost rate is not available, SUBRECIPIENT will develop an indirect cost allocation plan for determining SUBRECIPIENT's appropriate share of administrative costs and shall submit such plan to PINAL COUNTY for approval, in a form specified by PINAL COUNTY.

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

**19.** **Progress Reports.** SUBRECIPIENT shall submit quarterly progress reports to PINAL COUNTY in the form, content, and frequency as required by PINAL COUNTY to ensure compliance and timeliness. Specific reporting data points are included under **Exhibit "B."**

**20.** **Other HOME Program Requirements.**

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

**b.** PINAL COUNTY will monitor SUBRECIPIENT during the term of this Agreement and during the period of affordability. PINAL COUNTY may charge reasonable annual fees for compliance monitoring during the period of affordability.

**c.** PINAL COUNTY will inspect the Project at project completion and during the period of affordability to determine that the Project meets the property standards of 24 CFR § 92.251 and to verify the information submitted by SUBRECIPIENT in accordance with the requirements of 24 CFR § 92.252.

**d.** The requirements in 24 CFR part 92 subpart H apply, except that CHDOs must comply with affirmative marketing requirements, labor requirements, and lead-based paint requirements.

**21.** **Use and Reversion of Assets.** The use, disposition, and reversion of HOME funds under this Agreement shall be in compliance with the requirements of 24 CFR part 92, including, without limitation, 24 CFR §§ 92.61, 92.252, 92.504, and 2 CFR part 200, as applicable, which include, but are not limited to, the following:

**a.** The Project and eligible project costs must be defined, including, but not limited to, the estimated use of HOME funds and a description eligible activities, including number of units to be assisted, estimated costs, and tenure type (rental or owner occupied) and, for tenant assistance, number of households to be assisted.

**b.** SUBRECIPIENT must describe the amount and use of the HOME funds to produce

affordable housing, provide down payment assistance, or provide tenant-based rental assistance, including the type and number of housing projects to be funded (e.g. the number of single-family homeowner loans to be made or number of homebuyers to receive down payment assistance), tasks to be performed, a schedule for completing the tasks (including a schedule for committing funds to projects that meet the deadlines), a budget for each program, and any requirement for matching contributions. These items must be in sufficient detail to provide a sound basis for PINAL COUNTY to effectively monitor performance under this Agreement.

**c.** SUBRECIPIENT's use of HOME funds must meet the affordability requirements of 24 CFR §§ 92.252 or 92.254, as applicable, and SUBRECIPIENT shall repay HOME funds to PINAL COUNTY or PINAL COUNTY may recapture HOME funds under this Agreement and in accordance with 24 CFR part 92 if the Project's housing ceases to qualify as affordable housing before the period of affordability expires. PINAL COUNTY may also recapture all or a portion of the HOME assistance to homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability.

**d.** SUBRECIPIENT shall transfer to PINAL COUNTY any HOME funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

**22.** **Drug Free Workplace.** Pursuant to 24 CFR § 92.350 and as applicable to the Project, SUBRECIPIENT will provide a drug-free workplace. SUBRECIPIENT shall comply with the Drug-Free Workplace Act of 1988 and implementing regulations at 2 CFR part 2429 regarding maintenance of a drug-free workplace. SUBRECIPIENT shall comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "D."** SUBRECIPIENT shall ensure that the provisions of the clauses in **Exhibit "D"** are included in all third party contracts, subcontracts, and purchase orders that exceed $10,000, so that the provisions will be binding upon each subcontractor or vendor.

**23.** **Financial Management.** Accounting Standards: SUBRECIPIENT agrees to comply with 24 CFR part 92 and 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. During the period of affordability, PINAL COUNTY will examine at least annually the financial condition of HOME-assisted rental projects with 10 units or more to determine the continued financial viability of the housing and will take actions to correct problems, to the extent feasible.

**24.** **Documentation and Record Keeping.**

**a.** **Records to be maintained.** SUBRECIPIENT shall maintain all records required by 24 CFR § 92.508 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 project assisted with HOME

funds;

**ii.** Records demonstrating that each activity undertaken meets an objective of the HOME 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 HOME funds;

**v.** Records documenting compliance with the fair housing and equal opportunity components of the HOME Program;

**vi.** Financial records as required by 24 CFR § 92.508, and 2 CFR § 200.302;

**vii.** Other records necessary to document compliance with HOME Regulations; and

**viii.** Records outlined by the HOME Program. This requirement also applies to any rules, regulations, and performance and reporting requirements under the HOME Program which may be imposed after the date of this Agreement.

**b.** **Retention.** SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years. The retention period begins on the date of the submission of PINAL COUNTY's annual performance and evaluation report to HUD in which the activities assisted under this 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.** 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 PINAL COUNTY's monitors or its designees for review upon request.

**d.** **Disclosure.** SUBRECIPIENT understands client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of PINAL COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement 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.** SUBRECIPIENT's obligation to PINAL 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 PINAL COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period SUBRECIPIENT has control over HOME funds, including program income, and for the duration of the period of affordability.

**25.** **Audits & Inspections.** All of SUBRECIPIENT's records with respect to any matters covered by this Agreement shall be made available to PINAL 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 SUBRECIPIENT within 30 calendar days after receipt by SUBRECIPIENT. Failure of SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current PINAL COUNTY policy concerning subrecipient audits and OMB Circular A-133.

**26.** **PINAL COUNTY Recognition.** SUBRECIPIENT shall insure recognition of the role of PINAL 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, SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

**27.** **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. § 23-214(A) 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, and A.R.S. §§ 23-214(A), 34-301, 34-302, and 41-4401, and be listed on the SAM.gov website, not listed on the excluded parties list, and that 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 PINAL COUNTY or 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. § 23-214(A).

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

**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 PINAL COUNTY or SUBRECIPIENT, as applicable. PINAL COUNTY or 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 this Agreement. 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 this Agreement.

**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.** **Non-Discrimination and Civil Rights Compliance.** The Parties agree to comply with all applicable state executive orders, including State Executive Orders 2023-01 and 2009-09, and federal and state laws, rules, and regulations, including the legal requirements relating to nondiscrimination and nondiscriminatory use of federal and state funds, and which mandate, in part, that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and state employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties agree not to deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964

(Title VI) Public Law 88-352, 42 U.S.C. §§ 2000d-1 *et seq.*, and implementing regulations at 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§ 1681 *et seq.*, and implementing regulations at 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. §§ 6101 *et seq.*, and implementing regulations at 31 CFR part 23. The Parties agree to take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.

**e.** **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 at 24 CFR part 1) and 24 CFR § 92.202. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, 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 PINAL COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. SUBRECIPIENT, in undertaking its obligation to carry out the Project assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

**f.** **Section 504.** SUBRECIPIENT agrees to comply with all 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. PINAL COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

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

**h.** **Affirmative Action.**

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

**ii.** **Minority-Owned and Women-Owned Business Enterprises**

**(MBE/WBE).** SUBRECIPIENT will use its best efforts to oversee an outreach program and afford small businesses, minority-owned business enterprises (MBE), and women-owned business enterprises (WBE) 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" include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Indian tribes, Asian Pacific Americans, Native Hawaiian Organizations, and other minorities. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority-owned and women-owned business enterprises in lieu of an independent investigation.

**iii.** **Access to Records.** SUBRECIPIENT shall furnish and cause each of its own contractors, subcontractors, and subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by PINAL COUNTY, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions for the HOME Program and as required by this Agreement.

**iv.** **Notifications.** 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 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.** SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

**vi.** **Subcontract Provisions.** SUBRECIPIENT will include the provisions of paragraphs 27(d), Nondiscrimination and Civil Rights Compliance, and 27(h), Affirmative Action, in every contract, subcontract, or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors, subcontractors, and subrecipients.

**i.** 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 FR 12319, 12935, 3 CFR, 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).

**j.** During the performance of this Agreement, SUBRECIPIENT agrees as follows:

**i.** 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. 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.** SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of 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.

**k. Employment Restrictions.**

**i. Prohibited Activity.** SUBRECIPIENT is prohibited from using HOME 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.** 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. §§ 3701 *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. SUBRECIPIENT agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874, 40 U.S.C. § 3145, and 29 CFR part 3) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 5. SUBRECIPIENT shall

maintain documentation that demonstrates compliance with hour and wage requirements of 29 CFR part 5. Such documentation shall be made available to PINAL COUNTY for review upon request.

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 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by PINAL COUNTY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, at 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 SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. 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.

**l. "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 at 24 CFR part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon PINAL COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's contractors, subcontractors, and subrecipients. Failure to fulfill these requirements shall subject PINAL COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's contractors, subcontractors, and subrecipients and their successors and assigns, to those sanctions specified by this Agreement through which federal assistance is provided. SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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."

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 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 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 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 the regulations at 24 CFR part 75.

**ii.** **Notifications.** 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.** 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. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations at 24 CFR part 75 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.

**28. Conduct.**

**a. Assignability.** SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of PINAL COUNTY; provided, however, that claims for money due or to become due to SUBRECIPIENT from PINAL 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 PINAL COUNTY.

**b. Subcontracts.**

**i. Approvals.** SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of PINAL COUNTY prior to the execution of such agreement.

**ii. Monitoring.** 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.** SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

**iv. Selection Process.** 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 PINAL COUNTY along with documentation concerning the selection process.

**c. Hatch Act.** 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.** SUBRECIPIENT agrees to abide by the provisions of 24 CFR § 92.356, which include (but are not limited to) the following:

**i.** 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 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 HOME Program 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 HOME Program activity, or with respect to the proceeds from the HOME Program 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 PINAL COUNTY, SUBRECIPIENT, or any designated public agency.

**e. Anti-Lobbying.** 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, SUBRECIPIENT will report this to PINAL COUNTY and SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

**iii.** 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 contractors, subcontractors, and 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 31 U.S.C. § 1352. 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, PINAL 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.** SUBRECIPIENT agrees that HUD funds provided under this Agreement will not be utilized for inherently religious activities, such as worship, religious instruction, or proselytization. Inherently religious activities must be offered separately, in time or location, from the programs, activities, or services supported by direct HUD funds.

**29.** **<u>Environmental Conditions</u>.**

**a.** **NEPA.** In accordance with 24 CFR § 92.352, the environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. § 4321) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58. The applicability of the provisions of 24 CFR part 50 or part 58 is based on the HOME project (new construction, rehabilitation, acquisition) or activity (tenant-based rental assistance) as a whole, not on the type of the cost paid with HOME funds.

**b.** **Air and Water.** 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*. and Environmental Protection Agency (EPA) regulations pursuant to 40 CFR part 50, as amended; and

**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, and information, as well as other requirements specified in 33 U.S.C. §§ 1264 (Section 114) and 1318 (Section 308), and all regulations and guidelines issued thereunder.

**c.** **Flood Disaster Protection.** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4001 *et seq.*), 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).

**d.** **Lead-Based Paint.** SUBRECIPIENT agrees that any housing assisted with HOME funds under this Agreement shall be subject to compliance with 24 CFR § 92.355 and

subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M and R. All owners, prospective owners, and tenants of properties constructed prior to 1978 that have assistance with HOME funds shall 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.

**e.** **Historic Preservation.** SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §§ 470a *et seq.*) 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.

**30.** **<u>General Terms</u>.**

**a.** **Severability/Unenforceable Provisions.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Agreement are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.

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

PINAL 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 PINAL COUNTY and 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. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm, or association.

**e.** **Waiver.** PINAL COUNTY's failure or neglect to enforce any term, covenant, condition, right, or duty in this Agreement is neither a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of PINAL COUNTY's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by PINAL COUNTY. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by PINAL COUNTY of any term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.

**f.** **Parol Evidence.** This Agreement is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Agreement.

**g.** **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced, in accordance with the laws of the state of Arizona. Any action or claim arising from, under, or pursuant to this Agreement shall be brought in the courts, state or federal, within the state of Arizona, and the Parties expressly waive the right to bring any legal action or claim in any other court. The Parties hereby consent to venue in Pinal County for all purposes in connection with any action or proceeding commenced between the Parties hereto in connection with or arising from this Agreement. Any changes in the governing laws, rules, and regulations that do not materially affect SUBRECIPIENT's obligations under this Agreement will apply but will not require an Amendment.

**h.** **Alternative Dispute Resolution.** 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.

**i.** **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.

**j.** **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. SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this

Agreement. PINAL COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as SUBRECIPIENT is an independent contractor.

**k.** **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 or modified except in writing and signed by both Parties hereto.

**l.** **Cancellation for Conflict of Interest.** The Parties acknowledge that this Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

**m.** **Written Certification Pursuant to A.R.S. § 35-393.01.** If SUBRECIPIENT engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000 or more, SUBRECIPIENT certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842. PINAL COUNTY retains the legal right to inspect the records of SUBRECIPIENT and its contractor(s) to ensure compliance with this certification for the duration of this Agreement.

**n.** **Written Certification Pursuant to A.R.S. § 35-394.** SUBRECIPIENT certifies that it does not currently, and agrees for the duration of this Agreement that it will not, use: i) the forced labor of ethnic Uyghurs in the People's Republic of China; ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If SUBRECIPIENT becomes aware during the term of this Agreement that SUBRECIPIENT is not in compliance with this written certification, SUBRECIPIENT shall notify PINAL COUNTY within five (5) business days after becoming aware of the noncompliance. If SUBRECIPIENT does not provide PINAL COUNTY with a written certification that SUBRECIPIENT has remedied the noncompliance within one hundred eighty (180) calendar days after notifying PINAL COUNTY of the noncompliance, this Agreement shall terminate, except that if this Agreement's termination date occurs before the end of the remedy period this Agreement shall terminate on this Agreement's termination date. PINAL COUNTY retains the legal right to inspect the records of SUBRECIPIENT and its contractor(s) to ensure compliance with this certification for the duration of this Agreement.

**o.** **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.

**p.** **Federal Government Liability.** It is agreed by all Parties that the federal government, and particularly the U.S. Department of Housing and Urban Development ("HUD"),

is not a party to this Agreement and that no legal liability on the part of the federal government is inferred or implied under the terms of this Agreement.

**q.** **Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Agreement on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Agreement, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

**r.** **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

**s.** **Notices.** All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

**If to PINAL COUNTY to:**
Pinal County Office of Budget and Finance
Attn: Heather Patel, Grants Manager
Physical address: 31 North Pinal Street, Building A, Florence, AZ 85132
Mailing address: P.O. Box 1348, Florence, Arizona 85132
E-mail for courtesy notices: heather.patel@pinal.gov

**If to SUBRECIPIENT to:**
A New Leaf
Attn: Michael Hughes
868 East University Drive
Mesa, Arizona 85203-8033
E-mail for courtesy notices: contracts@turnanewleaf.org and
mboyle@turnanewleaf.org

The Parties shall provide a courtesy copy of any notices via e-mail, and the Parties shall each 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.

## APPROVALS

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed by their duly authorized officials and have affixed their signatures to this Agreement on the date written below.

**PINAL COUNTY:** Pinal County, a political subdivision of the state of Arizona

By: _____ Date: _____
Chair of the Board of Supervisors

ATTEST:

_____
Clerk of the Board of Supervisors

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

_____
Deputy Pinal County Attorney

**SUBRECIPIENT:** A New Leaf, a/an Arizona non-profit corporation

_____ Date: _____
Signature

_____
Printed Name and Title

**EXHIBIT "A"**
**THE PROJECT**

## I. SUBRECIPIENT INFORMATION

| | |
|---|---|
| Organization Name | A New Leaf |
| Address | 868 E. University Drive |
| City, State, Zip Code | Mesa, AZ 85203 |
| Telephone | 480.969.4024 |
| Contact Person | Michelle Boyle |
| E-mail address | mboyle@turnanewleaf.org and contracts@turnanewleaf.org |
| DUNS# | 611923640 |
| Tax Identification # | 86-0256667 |
| ROC# | N/A |
| UEI | MLZVKA7M2219 |

## II. PROGRAM INFORMATION

| | |
|---|---|
| CFDA # | 14.239 |
| Funding Year | Federal Fiscal Year 2024/Program Year 2024 |
| HUD Grant # | M-24-UC-04-0222 |
| Date of HUD Agreement | September 10, 2024 |
| HUD Agreement Amount | $432,773.91 |
| Amount to SUBRECIPIENT | $200,000.00 |
| Period of Performance | January 1, 2025 – December 31, 2026 |
| Budget Period | January 1, 2025 – March 31, 2027 |

## III. PROJECT INFORMATION

| | |
|---|---|
| Project Name | Tenant Based Rental Assistance |
| Project Number | 30139 |
| National Objective | Low and Moderate Income XXXX |

## IV. KEY PERFORMANCE INDICATORS

| | |
|---|---|
| Project Description | Provide tenant based rental assistance in accordance with Pinal County HOME Program Guidelines |
| Project Location | Pinal County |
| Project Beneficiaries | Low and moderate income residents of Pinal County |
| Percentage of LMI | 100% |

**EXHIBIT "B"**
**QUARTERLY REPORTS**

## V. REPORTING

| | |
|---|---|
| Quarterly Reports | July 1 – September 30 submitted by October 10<br>October 1 – December 31 by January 10<br>January 1 – March 30 by April 10<br>April 1 – June 30 by July 10 |
| Closeout report | March 10, 2027 |

Reporting shall be completed in Neighborly.

## EXHIBIT "C"
## CERTIFICATIONS

In accordance with the applicable statues and the regulations governing the consolidated plan regulations, SUBRECIPIENT certifies with each application that:

**Affirmatively Further Fair Housing –** SUBRECIPIENT will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan –** SUBRECIPIENT 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. SUBRECIPIENT 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 HOME Program.

**Anti-Lobbying –** To the best of SUBRECIPIENT'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, SUBRECIPIENT shall certify and disclose this to PINAL COUNTY and SUBRECIPIENT 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 contractors, subcontractors, and 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 31 U.S.C. § 1352. 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 SUBRECIPIENT 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 HOME funds consistent with the strategic plan in Pinal County's consolidated plan.

**Section 3 –** SUBRECIPIENT 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 part 75.

**Citizen Participation –** SUBRECIPIENT 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 objectives of the HOME Program and requirements of 24 CFR part 92. SUBRECIPIENT further certifies it is following a current consolidated plan that has been approved by HUD.

**Excessive Force –** SUBRECIPIENT 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 HOME 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 –** SUBRECIPIENT's activities concerning lead-based paint will comply with the requirements of 24 CFR § 92.355 and 24 CFR part 35, subparts A, B, J, K, M, and R.

**Compliance with Laws –** SUBRECIPIENT will comply with applicable laws.

**Specific HOME Certifications –** SUBRECIPIENT certifies that:

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

**Eligible Activities and Costs –** SUBRECIPIENT is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§ 92.205 through 92.213 and that

SUBRECIPIENT is not using and will not use HOME funds for prohibited activities, as described in 24 CFR §§ 92.214-92.215.

**Subsidy Layering –** Before committing any funds to a project, SUBRECIPIENT will evaluate the project in accordance with the guidelines that it 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 lobbying or ant-lobbying certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into with SUBRECIPIENT. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 for each such failure.

**Conflict of Interest –** SUBRECIPIENT certifies it has no conflict of interest with Pinal County appointed or elected representatives under the provisions of A.R.S. §§ 38-501-38-511 regarding conflict of interest and exceptions thereto.

**Federal Labor Standards –** SUBRECIPIENT will comply with federal requirements to be observed by organizations being funded with 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 HUD requirements and regulations.

## EXHIBIT "D"
## CERTIFICATION FOR A DRUG-FREE WORKPLACE

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

e. Notifying PINAL COUNTY within ten (10) business days after receiving notice of such employee's conviction pursuant to paragraph (d)(2) or otherwise receiving actual notice of the conviction. SUBRECIPIENT must provide notice, including position title, to PINAL COUNTY. Notice shall include reference to this Agreement to allow PINAL 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.