

**PINAL COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM - AMERICAN RESCUE PLAN
(HOME-ARP)
SUBRECIPIENT AGREEMENT**

By and between

**PINAL COUNTY,
a political subdivision of the State of Arizona**

and

HONORING, HIRING, HELPING OUR HEROES OF PINAL COUNTY

an Arizona nonprofit corporation

This HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) Subrecipient Agreement (“Agreement”) is entered into this **25th of January, 2023**, by and between Pinal County, a political subdivision of the State of Arizona, (the “COUNTY” or “PINAL COUNTY”), and Honoring, Hiring, Helping our Heroes of Pinal County, an Arizona nonprofit corporation (the “SUBRECIPIENT”), having its principal office located at 100 E. Florence Blvd, Casa Grande, AZ 85122. The COUNTY and the SUBRECIPIENT are sometimes referred to in this Agreement collectively as the “Parties”, or individually as a “Party”.

RECITALS

WHEREAS, on March 11, 2021, President Biden signed H.R. 1319, the American Rescue Plan Act of 2021 (P.L. 117-2) (“ARP”) into law, which provided funding to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses; and

WHEREAS, the United States Congress appropriated certain funds to be administered through the Home Investment Partnerships Program (“HOME”), as described in, and per the requirements of, the U.S. Department of Housing and Urban Development (“HUD”) Notice CPD-21-10 (the “HUD Notice” or “HOME-ARP”) to perform eligible activities that must primarily benefit qualifying individuals who are homeless, at risk of homelessness, or in other vulnerable populations, including through the development and support of affordable rental housing, tenant-based rental assistance (“TBRA”), the provision of supportive services, and acquisition and development of non-congregate shelter; and

WHEREAS, ARP authorized HUD to allocate HOME-ARP funds to units of general local government that qualified for an allocation of HOME Funds in Fiscal Year (“FY”) 2021, pursuant to section 217 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 USC § 12701 et seq. (the “Act” or “NAHA”); and

WHEREAS, during FY 2021, the COUNTY, as a designated participating jurisdiction in the HOME Program, qualified for an allocation of HOME funds under the Act, thereby making it eligible to receive an allocation of HOME-ARP funds; and

WHEREAS, pursuant to ARP authorization, HUD has allocated to the COUNTY, and the COUNTY is the

recipient of, HOME-ARP funds to provide homelessness assistance and supportive services; and

WHEREAS, to address the need for homelessness assistance and supportive services within Pinal County, the COUNTY desires to use HOME-ARP funds to assist individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations; and

WHEREAS, in 2022, the COUNTY released a Letter of Interest (“LOI”) to serve as an invitation for the submission of applications to engage in eligible activities to be assisted with HOME-ARP funds; and

WHEREAS, the SUBRECIPIENT responded to the LOI by submitting an application to the COUNTY, which was subsequently negotiated by the Parties resulting in the Project that is the subject of this Agreement; and

WHEREAS, the SUBRECIPIENT shall act as the SUBRECIPIENT of the Project described herein, and will utilize HOME-ARP funds to benefit qualifying individuals and families who are (1) homeless; (2) at risk of homelessness; (3) fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; (4) part of other populations where providing supportive services or assistance would prevent a family’s homelessness or would serve those with the greatest risk of housing instability; and

WHEREAS, the COUNTY desires to award HOME-ARP funds to the SUBRECIPIENT pursuant to the authority granted by HUD at 24 CFR Part 92, which establishes the HOME Program, and pursuant to HOME-ARP;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations herein contained, including attachments, which are incorporated herein by reference, and subject to the terms and conditions hereinafter stated, the Parties hereto understand and agree as follows:

SECTION I – PURPOSE

The purpose of this Agreement is to provide HOME-ARP Funds from the COUNTY to the SUBRECIPIENT for the HOME-ARP eligible activities outlined in **Attachment “A”**, Scope of Work, to eligible qualifying households per the requirements of HOME-ARP. All Work tasks performed under this Agreement shall be performed as described in the Scope of Work attached hereto as **Attachment “A”**, which is considered to be a part of this Agreement and is incorporated herein by reference.

SECTION II – DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

- A. **“Act” or “NAHA”** means the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 USC § 12701 et seq.
- B. **“Agreement”** means this Agreement entered into between the COUNTY and the SUBRECIPIENT, including Attachments listed herein, and all formal changes to this Agreement (including attachments) whether made by amendment, addendum, change order, or any other type of modification.
- C. **“SUBRECIPIENT”** means the nonprofit entity identified in the title and preamble of this Agreement, and includes any of its officers, owners, operators, managers, or providers.

- D. **“HOME-ARP” or “HOME-ARP Program”** means the HOME American Rescue Plan and its requirements as set forth in the HUD Notice.
- E. **“HOME” or “HOME Program”** means the HOME Investment Partnerships Program as set forth at 24 CFR Part 92 as it currently exists and as it may be modified in the future.
- F. **“HOME-ARP Funds”** means funds made available to the COUNTY by HUD under the HOME-ARP Program through allocations and reallocations, plus all repayments and interest or other return on investment of these funds, and as made available to the SUBRECIPIENT under this Agreement.
- G. **“HUD”** means the U.S. Department of Housing and Urban Development.
- H. **“HUD Notice”** means HUD Notice CPD-21-10, *Requirements for the Use of Funds in the HOME-American Rescue Plan Program*, issued September 13, 2021, which establishes requirements for funds appropriated under the ARP. (**Attachment “B”**).
- I. **“IDIS”** means the Integrated Disbursement Information System, which is a nationwide database providing HUD with current information regarding the program activities underway across the nation, including funding data. HUD uses this information to report to Congress and to monitor participating jurisdictions, including the COUNTY. IDIS is the draw down and reporting system for the HOME grant program. This system allows the COUNTY to request their grant funding from HUD and report on what is accomplished with these funds.
- J. **“Program Income”** Program Income means gross income received by the SUBRECIPIENT generated from the use of HOME-ARP funds during the grant period of performance. This includes, but is not limited to, principal and interest payments from a loan made with HOME-ARP funds, or other income or fees received by the SUBRECIPIENT in connection with HOME-ARP funds, and interest earned by the SUBRECIPIENT on program income before its disposition. Program income earned as a result of the use of HOME-ARP funds is HOME program income and must be used in accordance with the requirements of 24 CFR part 92. Program Income includes, but is not limited to, the payments, proceeds, interest, and generated gross income as this term is defined at 24 CFR Part 92.
- K. **“Project”** means the entire Project described herein, including those activities set forth at **Attachment “A”** (Scope of Work), and all activities associated therewith.
- L. **“Qualifying Population” (“QP”)** means an individual or family who meets the following criteria, as set forth at Section IV of the HUD Notice, and is eligible to receive assistance or services funded through HOME-ARP without meeting additional criteria, such as income criteria:
1. Homeless, as defined in 24 CFR 91.5, Homeless (1), (2), or (3),
<https://www.ecfr.gov/current/title-24/subtitle-A/part-91/subpart-A/section-91.5>
see also Section IV(A)(1) of the HUD Notice.
 2. At risk of Homelessness, as defined in 24 CFR 91.5, At risk of Homelessness
<https://www.ecfr.gov/current/title-24/subtitle-A/part-91/subpart-A/section-91.5>
see also Section IV(A)(2) of the HUD Notice.

3. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking or Human Trafficking, as defined by HUD. For HOME-ARP, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer. Domestic violence, Dating violence, Sexual Assault, and Stalking is defined in 24 CFR 5.2003. Human Trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102).
<https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-L/section-5.2003>
See also Section IV(A)(3) of the HUD Notice.
4. Other Populations for whom providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability, which HUD defines as those whose households do not qualify under any of the above populations, but meet one of the following criteria:
 - a. Previously homeless (as defined above) who are currently housed due to temporary or emergency assistance, and who need additional housing assistance or supportive services to avoid a return to homelessness.
 - b. Has annual income that is less than or equal to 30 percent of the area median income ("AMI"), as determined by HUD, and is paying more than 50 percent of monthly household income toward housing costs.
 - c. Has annual income that is less than or equal to 50 percent of AMI, as determined by HUD, **AND** meets one of the following conditions:
 - i. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; **OR**
 - ii. Is living in the home of another because of economic hardship; **OR**
 - iii. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; **OR**
 - iv. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals; **OR**

- v. Lives in a single room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons per room, as defined by the U.S. Census Bureau; **OR**
 - vi. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); **OR**
 - vii. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness.
- M. **“Work”** means the services and activities set forth at **Attachment “A”** (Scope of Work) of this Agreement, or as otherwise related to or required to complete the Project.

SECTION III – GENERAL TERMS

- A. The SUBRECIPIENT expressly agrees to complete all Work required by this Agreement in accordance with the implementation schedule outlined in **Attachment “A”** (Scope of Work).
- B. **Records and Reports.** The SUBRECIPIENT agrees and understands that it must maintain and submit to the COUNTY information, records and reports, including, but not limited to copies of financial statements, as set forth herein, and in the HUD Notice, to assist the COUNTY in meeting its recordkeeping and reporting requirements. Additional recordkeeping, retention, inspection, monitoring, and access to records requirements are set forth at Section XVIII hereof.
- C. **Enforcement of the Agreement.** See Section XVII hereof.
- D. **Request for disbursement of HOME-ARP Funds.** The SUBRECIPIENT may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs.
- E. **Duration of the Agreement.** See Section XXVII hereof.
- F. **On-site inspections and financial oversight.** The SUBRECIPIENT agrees to cooperate with the COUNTY And to allow the COUNTY to comply with its on-site inspection and financial oversight requirements set forth in 24 CFR 92.504(d)(1) and (2).
- G. **Participant Selection.** See **Attachment “A”** hereof.
- H. **Other Federal Requirements.** The SUBRECIPIENT must comply with the following requirements: 24 CFR Part 92, Subpart H; 92.352 – Environmental review; 92.353 – Displacement, relocation, and acquisition; and 92.355 – Lead-based paint.
- I. **Other Federal Requirements and Nondiscrimination.** The requirements in 24 CFR 92.350 apply to the HOME-ARP Program. The SUBRECIPIENT must comply with the Federal requirements set forth in 24 CFR Part 5, Subpart A, including: nondiscrimination and equal opportunity; disclosure requirements;

debarred, suspended or ineligible contractors; drug-free work; and housing counseling and the nondiscrimination requirements at section 282 of NAHA. The requirements in section 282 of NAHA are waived in connection with the use of HOME-ARP funds on lands set aside under the Hawaiian Homes Commission Act, 1920 (42 Stat. 108). The SUBRECIPIENT must also comply with the Violence Against Women Act (VAWA) requirements set forth in 24 CFR 92.359. The SUBRECIPIENT also agrees to comply with 24 CFR 92.505 and applicable Uniform Administrative Requirements at 2 CFR Part 200, as amended, as well as with requirements established by the Office of Management and Budget (OMB) concerning the unique entity identifier and System for Award Management (SAM) requirements in Appendix I to 2 CFR Part 200, as amended, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR Part 170.

- J. Timely completion of the Work specified in this Agreement is an integral and essential part of performance. The expenditure of HOME-ARP Funds is subject to federal deadlines and could result in the loss of the federal funds if deadlines are not met. By the acceptance and execution of this Agreement, it is understood and agreed by the SUBRECIPIENT that the Project will be completed as expeditiously as possible, and that the SUBRECIPIENT will make every effort to ensure that Work on the Project will proceed and will not be delayed. Failure of the SUBRECIPIENT to meet Project deadlines can result in cancellation of this Agreement and the revocation and repayment of HOME-ARP Funds to the COUNTY.

SECTION IV – USE OF FUNDS

The COUNTY is providing the total sum of **\$195,000** in HOME-ARP Funds in the form of a grant in accordance with the applicable requirements of 24 CFR Part 92 and HOME-ARP. Further, The SUBRECIPIENT acknowledges and agrees that:

- A. Eligible Activities and Costs. Any expenditure of HOME-ARP Funds awarded by this Agreement shall be used solely for eligible activities and expended on eligible costs in full compliance with the HOME-ARP Program. The SUBRECIPIENT will further ensure that there is no misuse and/or mismanagement of said funds. The SUBRECIPIENT acknowledges that HOME-ARP Funds will only be provided as reimbursement for eligible costs and expenses incurred, including actual expenditures or invoices for work completed.
- B. HOME-ARP Funds and Public Housing. HOME-ARP funds must be used in accordance with the requirements in 24 CFR 92.213(a)-(c).
- C. All costs paid by HOME-ARP Funds must comply with the requirements of the HUD Notice and the Cost principles at 2 CFR Part 200, Subpart E of the Uniform Administrative Requirements, as amended.
- D. The amount of HOME-ARP Funds provided to the SUBRECIPIENT under this Agreement shall not be increased and the use of HOME-ARP Funds must adhere to the budget set forth in the Scope of Work, **Attachment “A”**. The SUBRECIPIENT is solely responsible for all other additional costs and expenses that may be required to timely complete the Project.
- E. As applicable, the commitment of HOME-ARP Funds under this Agreement is conditioned upon the satisfactory completion of environmental review of the proposed Project site as required by 24 CFR Part 58 and, if required, receipt by the COUNTY of a release of funds from HUD. Accordingly, the

SUBRECIPIENT further acknowledges and agrees that it will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance and release of funds (if applicable), and hereby acknowledges that the violation of this provision may result in the denial of any funds under this Agreement.

SECTION V – REIMBURSEMENT OF EXPENSES AND SUBRECIPIENT FEES

- A. Project expenses (excluding SUBRECIPIENT fees) shall be paid on invoices for actual expenses incurred or paid. Requests for payment must be submitted by the SUBRECIPIENT on forms specified by the COUNTY, with adequate and proper documentation of eligible costs incurred in compliance with the HUD Notice and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved Project budget included in **Attachment “A”**.
- B. The SUBRECIPIENT covenants that all expenditures shall comply with 2 CFR Part 200 et seq. and are allowable, allocable and reasonable. The COUNTY reserves the right to inspect records and Project sites to determine that the reimbursement and compensation requests meet the terms of 2 CFR Part 200 et seq. The COUNTY also reserves the right to hold payment until adequate documentation has been provided and reviewed.
- C. The SUBRECIPIENT may submit a final invoice upon completion of the Project. Final payment shall be made after the COUNTY has determined that all services required hereunder have been rendered, files and documentation delivered, and units have been placed in service in full compliance with applicable HOME and HOME-ARP regulations and requirements, including submission of a completion report and documentation of eligible initial occupancy and property standards.
- D. The COUNTY shall have the right to review and audit all records of the SUBRECIPIENT pertaining to any payment by the COUNTY.

SECTION VI – PROJECT REQUIREMENTS

In relation to the Project, the SUBRECIPIENT acknowledges, covenants, and agrees that it must comply with *all* applicable requirements of HOME and HOME-ARP, regardless of whether the same are specifically referenced in this Agreement, including, but not limited to, the following snapshot of requirements (some of which are emphasized and expounded upon elsewhere in this Agreement); accordingly, the SUBRECIPIENT acknowledges the following and agrees that it shall:

- A. Execute appropriate agreements with each entity being contracted to perform Work on the Project, as well as with program participants, as applicable.¹
- B. **Confidentiality**. Ensure that the use or disclosure of any information concerning the applicant for, or recipient of, services under this Agreement is directly limited to the conduct of this Agreement and is in conformance with all federal and Arizona privacy laws. The SUBRECIPIENT and its agents shall safeguard the confidentiality of this information, just as the SUBRECIPIENT would safeguard its own confidential information. Furthermore, Per Section VIII.H of the HUD Notice, all entities assisted by HOME-ARP

¹ Subject to approval by the COUNTY.

Funds, including the SUBRECIPIENT, shall develop, implement, and maintain written procedures that ensure the following:

- a. All records containing personally identifying information of any individual or family who applies for and/or receives HOME-ARP assistance will be kept secure and confidential;
- b. The address or location of any HOME-ARP rental housing exclusively for individuals fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking will not be made public, except as necessary where making the address or location public does not identify the occupancy of the HOME-ARP rental housing, when necessary to record use restrictions or restrictive covenants in accordance with Section VI.B or VI.E of the HUD Notice, or with written authorization of the person or entity responsible for the operation of the HOME-ARP rental housing; and
- c. The address or location of any program participant that is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking will not be made public, except as provided under a privacy policy of the SUBRECIPIENT consistent with State and local laws and any other grant conditions from other federal grant programs regarding privacy and obligations of confidentiality.²
- d. Documenting status of a qualifying population that is fleeing or attempting to flee domestic violence, dating violence, stalking, sexual assault, or human trafficking. If an individual or family qualifies due to fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking then acceptable evidence includes an oral or written statement by the qualifying individual or head of household seeking assistance that they are fleeing that situation. An oral statement may be documented by either (i) a written certification by the individual or head of household; or (ii) a written certification by a victim service provider, intake worker, social worker, legal assistance provider, health-care provider, law enforcement agency, pastoral counselor, or an intake worker in any other organization from whom the individual or family sought assistance.

The written documentation need only include the minimum amount of information indicating that the individual or family is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking and need not include any additional details about the conditions that prompted the individual or family to seek assistance.

- C. Oversee the performance of subcontractors and others that are administering the Project to ensure compliance with this Agreement and with all applicable federal, state, and local laws, rules, regulations, codes, and all other lawful requirements.
- D. Ensure that any payments made for professional services to administer the Project are reasonable, competitive, and necessary to carry out the Project in accordance with the requirements and standards of 2 CFR Part 200 et seq., and federal OMB Circular A-122.

² The COUNTY is a government entity subject to Arizona public records laws, and the COUNTY is required to disclose public records, subject to redaction, as directed by Arizona Revised Statutes §§ 39-101 to 39-161, and Arizona public records case law.

- E. Maintain an accurate accounting of any Program Income. Program Income, and the use of that income, must be reported to the COUNTY quarterly, as the COUNTY must report the same to HUD. Any Program Income may be retained by the SUBRECIPIENT, however, Program Income earned as a result of the use of HOME-ARP Funds is HOME program income and must be used in accordance with the requirements of 24 CFR Part 92.
- F. Affirmatively market assisted housing to protected classes of citizens as required by 24 CFR § 92.351.
- G. Ensure that in the selection of occupants for Project units, it will comply with all non-discrimination requirements of 24 CFR § 92.350.
- H. Maintain a complete file for each approved application for assistance and such additional records as may be required by law and/or regulation, and in accordance with applicable recordkeeping and retention provisions of 24 CFR § 92.508 and section VIII.F, Recordkeeping, of the HUD Notice. The SUBRECIPIENT must provide reports and access to Project files as requested by the COUNTY during the Project and for at minimum five (5) years after completion of the Project or for the duration of the period of record retention as set forth otherwise herein or as required by the HUD Notice, whichever is longer, to enable the COUNTY to monitor for compliance with the regulations of 24 CFR Part 92 and HOME-ARP.
- I. Ensure compliance with all environmental requirements. See Sections IV(E) and X(D) hereof.

SECTION VII – REPAYMENT OF HOME FUNDS

It is understood that upon completion of the Project, any HOME-ARP Funds reserved but not expended under this Agreement will revert to the COUNTY.

All HOME-ARP funds are subject to repayment in the event the Project does not meet the Project requirements as outlined above, elsewhere in this Agreement, and pursuant to the HUD Notice. Any HOME-ARP funds used for costs that are not eligible under the HUD Notice must be repaid by the SUBRECIPIENT.

SECTION VIII – PROCUREMENT STANDARDS

The SUBRECIPIENT shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring services to be provided under this Agreement, the SUBRECIPIENT shall comply, at a minimum, with the relevant procurement standards set forth at 2 CFR Part 200.

SECTION IX – UNIFORM ADMINISTRATIVE REQUIREMENTS

To the extent applicable to a nongovernmental recipient of federal funds, and pursuant to 24 CFR § 92.505, the SUBRECIPIENT agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200 – UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 CFR § 200 et seq. except for the following provisions: 2 CFR 200.306, 200.307, 200.308, 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) and the HUD Notice. 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. Moreover, if there is a conflict between the provisions of 2 CFR Part 200 and the provisions of the HUD Notice, the provisions of the

HUD Notice govern. Where regulations in 24 CFR Part 92 refer to specific regulations of 2 CFR Part 200 that were or are renumbered or revised by amendments to 2 CFR Part 200, the requirements that apply to the use of HOME-ARP funds are the applicable requirements in 2 CFR Part 200, as amended, notwithstanding the renumbered regulatory reference.

SECTION X – OTHER FEDERAL REQUIREMENTS

The SUBRECIPIENT hereby acknowledges and agrees, with respect to all activities to be carried out under this Agreement, to be bound by and to comply with all applicable federal laws, regulations, and requirements set forth at 24 CFR § 92.350, 24 CFR Part 5, Subparts A and F; 24 CFR Part 92, Subpart H, the nondiscrimination requirements of section 282 of the Act, and as set forth herein and below:

A. Equal Opportunity and Fair Housing

- a. In accordance with 24 CFR § 92.350, no person in the United States shall on the ground of race, color, national origin, religion, familial status, age, sex, disability, sexual identity, gender identity, sexual orientation, or marital status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity funded in whole or in part from HOME Funds. In addition, funds must be made available in accordance with, and the SUBRECIPIENT agrees to fully comply with, the following:
 - i. The requirements of the Fair Housing Act (42 USC § 3601 et seq.) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959 – 1963 Comp., p.652 and 3 CFR, 1980 Comp., p.307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 USC § 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR Part 1;
 - ii. Executive Order 13166 entitled “Improving Access to Services for Persons with Limited English Proficiency” pursuant to Title VI of the Civil Rights Act of 1964;
 - iii. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1967, as amended (29 USC § 621 et seq.) and 1975, as amended (42 USC §§ 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794) and implementing regulations at 24 CFR Part 8, title II of the Americans with Disabilities Act of 1990 (42 USC § 12101 et seq.), and 24 CFR Part 8.
 - iv. The requirements of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR §§ 1964-1965. Comp., p.339; 3 CFR 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60, as well as Arizona Executive Order 99-4, which mandates that all persons shall have equal access to employment

opportunities;

- v. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135, and 12 USC § 1701u) (Economic Opportunities for Low and Very Low-Income Persons);
 - vi. The requirements of Executive Orders 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development), Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise), and regulations S. 85.36(e) and section 281 of the National Housing Affordability Act. The SUBRECIPIENT must make efforts to encourage the use of minority and women's business enterprises in connection with HOME-funded activities. The SUBRECIPIENT will cooperate with the COUNTY in its minority outreach program to ensure the inclusion to the maximum extent possible, of minorities and women, and entities owned by minorities and women, in the procurement of property and services including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services.
- b. When procuring property, goods and services, the COUNTY may require that the SUBRECIPIENT follow the COUNTY's procurement procedures which reflect applicable state and local laws and regulations and which shall conform to applicable federal law, regulations and standards. The SUBRECIPIENT shall consult with the COUNTY on any procurement to assure conformance with applicable laws, regulations and standards.

B. Equal Access/Non-discrimination

- a. The SUBRECIPIENT shall provide all services under this Agreement without discrimination on the basis of actual or perceived race, color, religion, national origin, sex, familial status, age, sexual identity, gender identity, sexual orientation, marital status or disability. The SUBRECIPIENT agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, place on or on the behalf of the SUBRECIPIENT, will state that all qualified applicants will receive consideration for employment without regard to actual or perceived race, color, religion, national origin, sex, familial status, age, sexual identity, gender identity, sexual orientation marital status or disability.
- b. The SUBRECIPIENT shall provide all services under this Agreement in conformance with 24 CFR Part 5, Subpart A, § 5.106, as applicable, regarding equal access in accordance with an individual's gender identity, which applies to recipients and subrecipients, as well as to owners, operators, and managers of shelters and other buildings and facilities and providers of services funded in whole or in part by any community planning and development program, including the HOME Program. This requirement includes, but is not limited to, ensuring that eligibility

determinations for housing that is assisted with HOME Funds or subject to a mortgage insured by HUD, shall be made in accordance with Section X(B)(a), above. Pursuant to 24 CFR Part 5, Subpart A, § 5.106(d), the SUBRECIPIENT shall document and maintain records of compliance with the foregoing for a period of five (5) years.

C. Affirmative Marketing

- a. The requirements in 24 CFR 92.351 apply to HOME-ARP activities. Pursuant to 24 CFR § 92.351, The SUBRECIPIENT must adopt affirmative marketing procedures and requirements for HOME-ARP assisted housing containing five (5) or more housing units in conformance with 24 CFR § 92.351(a)(2). Affirmative marketing steps shall consist of actions to provide information and otherwise attract eligible persons without regard to race, color, national origin, sex, sexual orientation, religion, familial status, disability or gender identity in the housing market area to the available housing and shall otherwise comply with the requirements and procedures of 24 CFR § 92.351. The affirmative marketing requirements and procedures set forth herein and at 24 CFR § 92.351 apply to all HOME funded programs, including, but not limited to, tenant-based rental assistance and down-payment assistance programs.

D. Environmental Review

- a. The environmental requirements in 24 CFR 92.352 apply to eligible activities under HOME-ARP. The environmental effects of each activity carried out with HOME-ARP Funds must be assessed in accordance with the provisions of NEPA and the related authorities listed in HUD's implementing regulations at 24 CFR Part 58.
- b. The applicability of the provisions of 24 CFR Part 58 is based on the HOME-ARP project as a whole (i.e., all individual project activities, such as acquisition and rehabilitation, aggregated according to the requirements at 24 CFR 58.32), not on the type of the cost paid with HOME-ARP Funds. In accordance with the provisions in 24 CFR Part 58, activities undertaken with HOME-ARP Funds are subject to environmental review by the COUNTY.
- c. Pursuant to 24 CFR § 92.352, the COUNTY, as the participating jurisdiction, assumes all the responsibilities for environmental review, decision making, and action under the National Environmental Policy Act (NEPA) of 1969 (42 USC § 4321) and the other provisions of the law that would apply to HUD were HUD to undertake such projects as Federal projects in accordance with 24 CFR Part 58. The COUNTY will assume the responsibilities for the request for release of funds, if applicable.
- d. The SUBRECIPIENT agrees not to commit or incur any expenditure for HOME-ARP activities until this environmental review process has been completed and that it will comply with all requirements and actions for each activity that it carries out with HOME-ARP Funds in accordance with the requirements under 24 CFR Part 58. The Parties further agree that the provision of any funds to the Project is conditioned on PINAL COUNTY'S determination to proceed with, modify or cancel the Project based on the results of a subsequent environmental review. Should it be determined that the SUBRECIPIENT has incurred expenses in violation of the NEPA requirements, the SUBRECIPIENT will be responsible for the full costs of expenditures and repayment of any related reimbursement. The SUBRECIPIENT agrees to

provide all necessary assistance to PINAL COUNTY in completing this environmental review process.

- e. HOME-ARP Rental Housing. Acquisition of a structure to be used as HOME-ARP rental housing is categorically excluded, subject to the Federal laws and authorities referenced at 24 CFR 58.5 (CEST) under 24 CFR 58.35(a)(5) (with the possibility of converting to exempt under 24 CFR 58.34(a)(12)) if the structure acquired will be retained for the same use (e.g., residential). Rehabilitation of buildings for residential use with one to four units for HOME-ARP rental housing is CEST under 24 CFR 58.35(a)(3)(i), if the density is not increased beyond four units, and the land use is not changed. Rehabilitation of buildings for use as HOME-ARP multifamily rental housing is CEST under 24 CFR 58.35(a)(3)(ii) only if: (1) the unit density is not changed more than 20 percent; (2) the project does not involve changes in land use from residential to non-residential; and (3) the estimated cost of rehabilitation is less than 75 percent of the total estimated cost of replacement after rehabilitation.

Rehabilitation for HOME-ARP rental housing that does not meet the thresholds for multifamily residential buildings listed above requires completion of an Environmental Assessment in accordance with 24 CFR Part 58, Subpart E. An Environmental Assessment is also required for new construction, demolition, acquisition of vacant land for new construction, and acquisition of non-residential structures for demolition and new construction.

- E. Displacement, Relocation, and Acquisition. HOME-ARP funding is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and section 104(d) of the Housing and Community Development Act of 1974, in addition to the Displacement, Relocation and Acquisition regulatory requirements of 24 CFR 92.353. The SUBRECIPIENT must comply with all applicable requirements, as described in Section VII.F of the HUD Notice.
 - a. The SUBRECIPIENT shall comply with the provisions of 24 CFR § 92.353 in all regards and must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME-ARP funds, including the Project.
 - b. The SUBRECIPIENT shall consult the COUNTY prior to proceeding with any activity relating to the Project that may cause temporary or permanent displacement to assure compliance with appropriate relocation requirements as provided in 24 CFR § 92.353 and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §§ 4201-4655) and 49 CFR Part 24, as amended and the Fair Housing Act (42 USC § 3601 et seq.). In any event, the SUBRECIPIENT agrees at all times to act in accordance with the displacement, relocation, and acquisition requirements as set forth at 24 CFR § 92.353 and 24 CFR Part 5, Subpart A, § 5.106(c) regarding the placement and accommodation in temporary, emergency shelters and other building and facilities with shared sleeping quarters or shared bathing facilities.
 - c. HOME-ARP is HOME funding and subject to the requirements in section 104(d) of the Housing and Community Development Act of 1974, as amended, (42 USC § 5304(d)), ("section 104(d)")

unless waived, as described in this section and the HUD Notice Appendix. Costs incurred to comply with section 104(d) requirements are eligible HOME-ARP project costs under 24 CFR 92.206(f). Section 104(d) applies to the demolition or conversion, as defined in 24 CFR 42.305, of a lower-income dwelling unit in connection with a HOME or Community Development Block Grant Program (CDBG) assisted activity. Section 104(d) includes the following requirements:

- i. The SUBRECIPIENT must have a residential anti-displacement and relocation assistance plan (“RARAP”);
 - ii. The SUBRECIPIENT must provide relocation assistance to displaced lower-income persons; and
 - iii. The SUBRECIPIENT must perform one-for-one replacement of lower-income dwellings demolished or converted to a use other than a lower-income dwelling unit. A lower-income dwelling unit is defined in 24 CFR 42.305 as a dwelling unit with a market rent (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing, as defined by HUD.
- d. HOME-ARP Section 104(d) Waiver / One-for-One Replacement Housing. For purposes of the one-for-one replacement housing requirements of section 104(d)(2)(A)(i) and (ii) and (d)(3) (42 U.S.C. 5304(d)(2)(A)(i) and (ii) and 42 U.S.C. 5304(d)(3)) and 24 CFR 42.375, lower-income dwelling units shall not include single-room occupancy (SRO) units or residential hotel or motel units in jurisdictions where those units are considered dwelling units under state or local law. All other section 104(d) requirements, including but not limited to the requirement that the SUBRECIPIENT have and follow a RARAP, remain in effect. (See 24 CFR 92.353(e) and 24 CFR Part 42, Subpart C).
- e. The acquisition of real property for a HOME-assisted project, including the Project, is subject to the URA and the requirements of 49 CFR Part 24, Subpart B.
- f. Acquisition and/or rehabilitation of hotels, motels and other non-residential property. In states where hotels and motels are not considered dwelling units or residential property, the acquisition of non-residential property such as hotels and motels for the production of HOME-ARP rental housing will not make a person occupying those properties eligible for relocation assistance under the URA, section 104(d) or 24 CFR 92.353. Such persons may rent a HOME-ARP rental unit, if the individuals or families can demonstrate that:
 - i. They have been in continuous residence at the property for 30 or more calendar days, and
 - ii. They are a qualifying household, or QP, as defined herein. Any assistance provided pursuant hereto may be provided without regard to any preferences, project-specific waiting lists, or any other form of prioritization the SUBRECIPIENT has developed

pursuant to this Agreement or the HUD Notice.

F. Labor Requirements

- a. The requirements in 24 CFR 92.354 apply to HOME-ARP activities. The SUBRECIPIENT shall abide by the Labor requirements and contract requirements set forth at 24 CFR § 92.354 in all applicable regards.
- b. 24 CFR § 92.354 requires that any contract for the construction (rehabilitation or new construction) of affordable housing with 12 or more units assisted with funds made available under HOME must contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 USC § 3141), will be paid to all laborers and mechanics employed in the development of affordable housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 USC § 3701).
- c. The SUBRECIPIENT shall comply with regulations and requirements issued under the HOME-ARP Program and with other federal laws and regulations pertaining to labor standards and HUD handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable. The COUNTY shall require certification as to compliance with the provisions of this section, and as specifically set forth at 24 CFR § 92.354(3) before making any payment under this Agreement.

G. Minimum Wage Requirements

- a. The SUBRECIPIENT warrants that it shall pay all its employees who are performing work or providing services under this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 USC §§ 201 et seq.) by law, regulation or Executive Order 13658.

H. Drug Free Workplace

- a. The HOME-ARP Program and Section 92.350 of the HOME regulations require that the SUBRECIPIENT shall act in accordance with 24 CFR Part 5, Subpart A pertaining to a drug-free workplace. The regulations require that any contract for the construction (rehabilitation or new construction) of affordable housing must adhere to the Drug-Free Workplace Act of 1988 (41 USC § 701 et seq.), and HUD's implementing regulations at 2 CFR Part 2429. Accordingly, the SUBRECIPIENT agrees to abide by the foregoing as it applies to the HOME Program and will provide a drug-free workplace in accordance with the same and the certification attached hereto. (**Attachment "C"**)

I. Lead Hazard Control Requirements

- a. Pursuant to Section VII.E of the HUD Notice, in accordance with 24 CFR § 92.355, housing assisted with HOME-ARP Funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4821-4846.), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC §

4851 et seq.), and implementing regulations at 24 CFR Part 35, Subparts A, B, J, K, M, and R.

- b. The SUBRECIPIENT will assure compliance with federal regulations in regard to lead-based paint, which regulations require, inter alia, that applicants, owners, and tenants of HUD-associated housing and rehabilitation projects constructed before 1978 be provided with information on the following: that the property may contain lead-based paint; of the hazards of lead-based paint; of the symptoms and treatment of lead-based paint poisoning; of the precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards); of the advisability and availability of blood lead level screening for children under seven years of age; and that in the event lead-based paint is found in the property, appropriate abatement procedures may be undertaken

J. Toxic Substances

- a. As required by 24 CFR Part 50 and 24 CFR Part 58, toxic chemicals, radioactive materials, i.e., radon) regulations will be followed.

K. Debarment and Suspension

- a. As required by 24 CFR Part 2424, federal funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage in the services of, or fund any contractor, subcontractor, SUBRECIPIENT, business, participant, consultant or any entity during any period of debarment, suspension or placement in ineligibility status, including the beneficiary of HOME investment (homebuyer). All SUBRECIPIENT and subcontracts shall have an active profile in the federal System for Award Management, or SAM. The SUBRECIPIENT will certify compliance with debarment, suspension ineligibility and voluntary exclusion.
- b. The undersigned by signing and submitting this Agreement has the authority to certify the SUBRECIPIENT to the terms, representations and/or warrants of this Certification. The SUBRECIPIENT, as defined as the primary participant in accordance with 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted or otherwise criminally or civilly charge by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (ii) of this certification; and

- iv. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- c. The SUBRECIPIENT shall immediately notify the COUNTY if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The COUNTY may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
- d. The SUBRECIPIENT shall not enter into a subcontract agreement with a person, organization, or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The COUNTY may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
- e. The SUBRECIPIENT shall include without modification this Certification's language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," with all other contractors, in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

L. Applicability to Subcontracts

- a. The SUBRECIPIENT further warrants and agrees to include or cause to be included the criteria requirements of Section X of this Agreement in every subcontract. The SUBRECIPIENT also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

M. Immigration and Nationality

- a. The SUBRECIPIENT and its subcontractors shall abide by all regulations pursuant to the Immigration Reform and Control Act of 1986, specifically as it relates to employment and client services, and such other provisions as may be applicable. Should the SUBRECIPIENT perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes and/or regulations, it shall assume full responsibility therefore and shall bear all costs incurred due to its negligence or knowing actions. The COUNTY will not be liable for any work performed by the SUBRECIPIENT.
- b. The SUBRECIPIENT represents and warrants compliance with the federal Immigration and Nationality Act (8 USC §§ 1101, et seq.) (FINA) and all other federal and state immigration laws and regulations related to the immigration status of its employees. The SUBRECIPIENT shall obtain statements from its subcontractors certifying compliance and shall furnish the same to the COUNTY upon request. These representations and warranties shall remain in effect throughout the term of this Agreement. The SUBRECIPIENT shall also maintain Employment Eligibility Verification forms (I-9), as required by the U.S. Department of Labor's Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603), for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

- c. The SUBRECIPIENT warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:
 - i. Its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214;
 - ii. That breach of this warranty shall be deemed a material breach of this Agreement and the COUNTY may immediately terminate this Agreement without liability.
 - iii. That the COUNTY retains the legal right to inspect the papers and employment records of any SUBRECIPIENT employee who works on the Project in any way or otherwise performs services in relation to this Agreement, to ensure that the SUBRECIPIENT is complying with the warranty provided above and that the SUBRECIPIENT agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

N. Federal Funding Accountability and Transparency Act.

- a. The SUBRECIPIENT shall comply with the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR Part 170.

O. Certification – Restrictions on Lobbying

- a. The SUBRECIPIENT shall comply with the disclosure requirements and prohibitions of Section 319 of Public Law 101-121 (31 USC § 1352) and implementing regulations at 24 CFR Part 87; 5 USC § 301, Reorganization Plan Number 6 of 1950; and the requirements of funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 USC §§ 3531 et seq.). (**Attachment “D”**).

P. Lawful Presence

- a. The SUBRECIPIENT recognizes and agrees that award funds shall only be disbursed to a natural person participating in the HOME-ARP Program after that person produces documentation certifying to the SUBRECIPIENT his or her lawful presence in the United States, as required by A.R.S. §§ 1-501 or 1-502, as applicable.

Q. Historic Preservation

- a. The SUBRECIPIENT shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC § 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation, Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the Arizona State Historic Preservation Office (SHPO) for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that is listed or eligible for the National Register of Historic places, or included on any state or local historic

property inventory or any archaeological findings.

R. Whistleblower Rights and Requirements

- a. The Parties agree that this Agreement and employees working in any way on the Project or otherwise in relation to the services required under this Agreement, will be subject to the whistleblower rights and remedies established at 41 USC § 4712 by section 828 of the National Defense Authorization Act for the Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation (FAR).
- b. The SUBRECIPIENT shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the SUBRECIPIENT and copies provided to COUNTY upon request; and
- c. The SUBRECIPIENT shall insert the substance of this Section XI(R), including this subparagraph (c), in all subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award.

S. Consultant Activities

- a. The SUBRECIPIENT agrees to comply with the provisions of 24 CFR § 92.358 in relation to consultant activities, which provides that “[n]o person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with HOME funds. In no event, however, shall such compensation exceed the limits in effect under the provisions of any applicable statute (e.g., annual HUD appropriations acts which have set the limit at the equivalent of the daily rate paid for Level IV of the Executive Schedule, see the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1997, Pub. L. 104-204 (September 26, 1996)). Such services shall be evidenced by written agreements between the Parties which detail the responsibilities, standards, and compensation. Consultant services provided under an independent contractor relationship are not subject to the compensation limitation of Level IV of the Executive Schedule.”

T. VAWA Requirements

- a. The SUBRECIPIENT acknowledges that all units assisted with HOME-ARP funds must comply with the requirements of the Violence Against Women Act (VAWA) as set forth at 24 CFR Part 5, Subpart L, as supplemented by 24 CFR § 92.359, and the SUBRECIPIENT hereby agrees to comply with the same, regardless of whether the specific requirements thereof are specifically mentioned in this Agreement.
- b. Per 24 CFR § 92.359(c), the SUBRECIPIENT agrees to comply with the notice and certification requirements as set forth therein:

- i. For HOME-ARP assisted units. The owner of HOME-ARP assisted rental housing must provide the notice and certification form described in 24 CFR 5.2005(a) to the applicant for a HOME- ARP assisted unit at the time the applicant is admitted to a HOME-assisted unit, or denied admission to a HOME- ARP assisted unit based on the owner's tenant selection policies and criteria. The owner of HOME-assisted rental housing must also provide the notice and certification form described in 24 CFR § 5.2005 with any notification of eviction from a HOME-assisted unit.
- ii. For HOME tenant-based rental assistance. The SUBRECIPIENT must provide the notice and certification form described in 24 CFR 5.2005(a) to the applicant for HOME- ARP tenant-based rental assistance when the applicant's HOME-ARP tenant-based rental assistance is approved or denied. The SUBRECIPIENT must also provide the notice and certification form described in 24 CFR 5.2005(a) to a tenant receiving HOME-ARP tenant-based rental assistance when the SUBRECIPIENT provides the tenant with notification of termination of the HOME-ARP tenant-based rental assistance, and when the SUBRECIPIENT learns that the tenant's housing owner intends to provide the tenant with notification of eviction.
- iii. VAWA lease term/addendum. The SUBRECIPIENT must develop a VAWA lease term/addendum to incorporate all requirements that apply to the owner or lease under 24 CFR Part 5, Subpart L, and 24 CFR § 92.359, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). This VAWA lease term/addendum must also provide that the tenant may terminate the lease without penalty if the participating jurisdiction determines that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e). When HOME- ARP tenant-based rental assistance is provided, the lease term/addendum must require the owner to notify the SUBRECIPIENT before the owner bifurcates the lease or provides notification of eviction to the tenant. If HOME-ARP tenant-based rental assistance is the only assistance provided (i.e., the unit is not receiving project-based assistance under a covered housing program, as defined in 24 CFR 5.2003), the VAWA lease term/addendum may be written to expire at the end of the rental assistance period.
- iv. Emergency Transfer Plan. Per 24 CFR § 92.359(g), The SUBRECIPIENT must develop and implement an emergency transfer plan and must make the determination of whether a tenant qualifies under the plan. The plan must meet the requirements in 24 CFR § 5.2005(e), as supplemented by 24 CFR § 92.359. For the purposes of § 5.2005(e)(7), the required policies must specify that for tenants who qualify for an emergency transfer and who wish to make an external emergency transfer when a safe unit is not immediately available, the SUBRECIPIENT must provide a list of properties in the jurisdiction that include HOME-ARP assisted units. The list must include the following information for each property: The property's address, contact information, the unit sizes (number of bedrooms) for the HOME- ARP assisted units, and, to the extent known, any tenant preferences or eligibility restrictions for the HOME-ARP assisted units. In addition, the SUBRECIPIENT may:

- a. Establish a preference under the participating jurisdiction's HOME-ARP program for tenants who qualify for emergency transfers under 24 CFR 5.2005(e);
 - b. Provide HOME-ARP tenant-based rental assistance to tenants who qualify for emergency transfers under 24 CFR 5.2005(e); or
 - c. Coordinate with victim service providers and advocates to develop the emergency transfer plan, make referrals, and facilitate emergency transfers to safe and available units.
- v. Period of applicability. For HOME-ARP assisted rental housing, the requirements of this section relating to VAWA requirements shall apply to the owner of the housing for the duration of the Compliance Period. For HOME-ARP tenant-based rental assistance, the requirements of this section shall apply to the owner of the tenant's housing for the period for which the rental assistance is provided.
- U. Audit Requirements for Non-Profit Organizations. Pursuant to 24 CFR Part 5, Subpart A, § 5.107, non-profit organizations subject to regulations in Part 200 and Part 800 series of title 24 of the CFR shall comply the audit requirements of 24 CFR Part 200, Subpart F. For HUD programs, a non-profit organization is the mortgagor or owner (as these terms are defined in the regulations in the Part 200 and Part 800 series) and not a related or affiliated organization or entity. The SUBRECIPIENT agrees to comply with this provision.
- V. Housing Counseling. Pursuant to 24 CFR Part 5, Subpart A, § 5.111, any housing counseling, including homeownership counseling or rental housing counseling, as defined in 24 CFR Part 5, Subpart A, § 5.100, required under or provided in connection with any program administered by HUD, including the HOME-ARP Program, shall be provided only by organizations and counselors certified by the Secretary of HUD under 24 CFR Part 214 to provide housing counseling, consistent with 12 USC 1701x. The SUBRECIPIENT agrees to comply with this provision.
- W. Prohibited Activities and Fees. Pursuant to Section VI.B.6 of the HUD Notice, HOME-ARP may not be used for any of the prohibited activities, costs or fees in 24 CFR 92.214, as revised by the Appendix to the HUD Notice. The SUBRECIPIENT agrees to comply with this provision

SECTION XI – CONDITIONS OF RELIGIOUS ORGANIZATIONS

- A. Pursuant to 24 CFR § 92.257 and 24 CFR § 5.109, and subject to the requirements, regulations and restrictions set forth therein, organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOME-ARP Program. The SUBRECIPIENT agrees to comply with the same, and with all other requirements set forth in the foregoing provisions relating to equal protection of faith-based organizations in HUD programs and activities.
- B. The SUBRECIPIENT shall not, in providing HOME-ARP program assistance, discriminate against a HOME-

ARP program beneficiary or prospective HOME-ARP program beneficiary on the basis of religion or religious belief.

SECTION XII – INSURANCE AND BONDING REQUIREMENTS

- A. Without limiting any of the SUBRECIPIENT's obligations or liabilities, SUBRECIPIENT, at SUBRECIPIENT's own expense, shall purchase and maintain the minimum insurance coverage listed below with responsible insurance carriers duly licensed to do business within the State of Arizona and satisfactory to PINAL COUNTY and with policies and forms satisfactory to PINAL COUNTY.
- B. Workers' Compensation Insurance – per statutory requirements, Employer's Liability insurance of not less than One Million Dollars (\$1,000,000) for each accident, One Million Dollars (\$1,000,000) disease for each employee and One Million Dollars (\$1,000,000) disease policy limit.
- C. Commercial General Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000) for each occurrence with a One Million Dollars (\$1,000,000) Products and Completed Operations Aggregate and with a One Million Dollars (\$1,000,000) General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual liability coverage.
 - a. Such policy shall contain a severability of interests provision;
- D. Commercial/Business Automobile Liability Insurance with a combined single limit for bodily injury and property damages of not less than One Million Dollars (\$1,000,000), each occurrence with respect to the SUBRECIPIENT's owned, hired and non-owned vehicles assigned to or used in the performance of the SUBRECIPIENT's work.
- E. Umbrella/Excess Liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Commercial/Business Automobile Liability and Employer's Liability, as required above.
- F. Fidelity Bond or Crime Insurance issued with limits of 75% of the grant value. Policy or bond must include coverage for theft of property, loss due to forgery or alteration of negotiable instruments or loss due to electronic funds transfer fraud. Policy or bond must not contain a condition requiring an arrest and conviction.
- G. Additional Insured. The insurance coverage required by this contract, except Worker' Compensation, shall name PINAL COUNTY, its boards, agents, representatives, directors, officials, employees and officers as Additional Insureds.
- H. Claims Made. In the event any insurance policy required by this Agreement is written on a "claims made"

basis, coverage shall extend for two years past completion and acceptance of the SUBRECIPIENT'S work or services and be evidenced by annual Certificates of Insurance.

- I. Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted by PINAL COUNTY.
- J. Material Breach. Failure on the part of SUBRECIPIENT to produce or maintain required insurance in full force and effect until all Work required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted by PINAL COUNTY shall constitute a material breach of Contract upon which PINAL COUNTY may, at its sole discretion, immediately terminate the AGREEMENT or, at its discretion, purchase or renew such insurance and pay any and all premiums in connection therewith, and all monies, so paid by PINAL COUNTY shall be repaid by SUBRECIPIENT to PINAL COUNTY upon demand, or PINAL COUNTY may offset the cost of the premiums against any monies due to SUBRECIPIENT from PINAL COUNTY.
- K. Primary and Non-Contributory Coverage. SUBRECIPIENT's insurance shall be primary and non-contributory with respect to any insurance or self-insurance carried by PINAL COUNTY.
- L. Claim Reporting. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of any insurance policy warranty shall not affect coverage afforded under the policies to protect PINAL COUNTY.
- M. Waiver. The policies, except workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against PINAL COUNTY, its agents, representatives, directors, officers, officials.
- N. Deductible/Retention. If policies provide coverage which contains deductibles or self-insured retentions, the SUBRECIPIENT shall be solely responsible for the deductible and/or self-insured retention and PINAL COUNTY, at its option, may require the SUBRECIPIENT to secure the payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- O. Certificates of Insurance. Prior to commencing the Work under this Agreement, the SUBRECIPIENT shall furnish PINAL COUNTY with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by the SUBRECIPIENT's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Contract number and title and shall provide for not less than thirty (30) days advance Notice of any Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to PINAL COUNTY through:

Name/Title: Staci Parisi
Address: P.O. Box 1348
Florence, AZ 85132

Phone: 520-866-6253
Email: staci.parisi@pinal.gov

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

- P. Copies of Policies. PINAL COUNTY reserves the right to request and to receive, within ten (10) working days, complete copies of any or all of the above policies and/or endorsements. PINAL COUNTY shall not be obligated, however, to review same or to advise the SUBRECIPIENT of any deficiencies in such policies and endorsements, and such receipt shall not relieve the SUBRECIPIENT from, or be deemed a waiver of PINAL COUNTY'S right to insist on strict fulfillment of the SUBRECIPIENT's obligations under this AGREEMENT.
- Q. Contracted Vendor's Insurance. SUBRECIPIENT shall require insurance coverage in the same amounts listed above from its contracted vendors and shall be responsible for providing proof of vendor's valid and collectable insurance OR the SUBRECIPIENT shall include subcontractors as additional insureds under its policies.

SECTION XIII – CONFLICTS OF INTEREST

The SUBRECIPIENT agrees to abide by the provisions of 24 CFR § 92.356 with respect to conflicts of interest, and covenants that no person who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME-ARP funds or who are in a position to participate in a decision making process or gain any inside information with regard to these activities, may obtain a financial interest or benefit from any aspect thereof, or have an interest in any contract, subcontract or agreement with respect thereto, or proceeds derived from the activities assisted with HOME-ARP Funds as contemplated by this Agreement, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person. The conflict of interest provisions set forth herein and at 24 CFR § 92.356 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the SUBRECIPIENT. (**Attachment "E"**)

- A. The SUBRECIPIENT covenants that no person on its Board of Directors or any member of its staff has a conflict of interest with any person or entities that might benefit directly or indirectly financially from this Agreement.
- B. The SUBRECIPIENT further covenants that in the performance of this Agreement no person, having such a financial interest and/or influence with regard to the Project, shall be employed or retained by the SUBRECIPIENT hereunder.
- C. No owner, SUBRECIPIENT or sponsor of a project assisted with HOME-ARP Funds, including the Project, (or officer, employee, agent or consultant of the owner, SUBRECIPIENT or sponsor) whether private, for profit or non-profit (including the SUBRECIPIENT when acting as an owner, SUBRECIPIENT or sponsor) may occupy a HOME-ARP assisted affordable housing unit in the Project.

This provision does not apply to an employee or agent of the owner, SUBRECIPIENT or sponsor of a rental housing project who occupies a housing unit as the project manager or maintenance worker. The SUBRECIPIENT agrees to comply with this provision.

- D. The SUBRECIPIENT shall ensure no conflict of interest, as defined above, exists for program participants in HUD assisted activities. The SUBRECIPIENT must obtain and retain conflict of interest documentation for program participants in program files.
- E. If such conflict as outlined above does exist, the SUBRECIPIENT is bound to disclose officially in writing, on the SUBRECIPIENT's letterhead, the nature and extent of that conflict prior to execution of this Agreement, or if discovered subsequently, to disclose such conflict as soon as it occurs or is known.
- F. Exceptions to the above requirements are allowed under certain circumstances in accordance with 24 CFR § 92.356(d), (e), and (f). Requests for exceptions must be made to the COUNTY who, after determination as to whether an exception request is warranted, will render a decision and/or seek the approval of HUD to render a decision.
- G. The SUBRECIPIENT shall exercise due diligence and take all necessary steps to ensure compliance with the requirements of this Section XIII.
- H. Written Standards of Conduct. The SUBRECIPIENT must maintain written standards of conduct covering the conflicts of interest and organizational conflicts of interest requirements under this Agreement, the HUD Notice and 2 CFR 200.318. The written standards of conduct must also provide for internal controls and procedures to require a fair and open selection process for awarding HOME-ARP Funds pursuant to the HUD Notice. These standards must include provisions on if and how Continuum of Care board members may participate in and/or influence discussions or resulting decisions concerning the competition or selection of an award or other financial benefits made pursuant to the HOME Notice, including internal controls on when funds may be awarded to the organization that the member represents.

SECTION XIV – EQUAL EMPLOYMENT OPPORTUNITY

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

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

provisions of this nondiscrimination clause.

- B. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, familial status, age, sexual identity, gender identity, marital status, political affiliation or belief or disability.
- C. The SUBRECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the same of the SUBRECIPIENT's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The SUBRECIPIENT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the COUNTY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.
- F. In the event the SUBRECIPIENT is found to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.
- G. The SUBRECIPIENT will include the provisions of subsections (A) through (G) of this Section XV in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

SECTION XV – LABOR, TRAINING & BUSINESS OPPORTUNITY

The SUBRECIPIENT agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

- A. For construction projects receiving over \$200,000 HUD assistance (or \$100,000 of Lead Hazard Control and Healthy Homes Grants), the SUBRECIPIENT shall comply with all provisions of Section 3 and the regulations issued pursuant thereto by HUD as set forth in Title 24 of the Code of Federal Regulations, and all applicable rules and orders of HUD issued thereunder, as well as any and all applicable

amendments thereto prior to the execution of this Agreement, as well as during the term of this Agreement. The SUBRECIPIENT certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

- B. Section 3 Clause. For construction projects receiving over \$200,000 HUD assistance (or \$100,000 of Lead Hazard Control and Healthy Homes Grants), the SUBRECIPIENT agrees:
- a. 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 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, particularly persons who are recipients of HUD assistance for housing.
 - b. The Parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 75 and 135, which implement Section 3 as evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 and 135 regulations.
 - c. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the SUBRECIPIENT's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75 and 135. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75 and 135.
 - e. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR Part 75 and 135.
 - f. Noncompliance with HUD's regulations in 24 CFR Part 75 and 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- C. Compliance with the provisions of Section 3, the regulations set forth in Title 24 of the Code of Federal Regulations and all applicable orders of HUD issued thereunder prior to the execution of this Agreement shall be a condition precedent to federal assistance being provided to the Project as well as a continuing condition, binding upon the SUBRECIPIENT, its successors, and assigns. Failure to fulfill these requirements shall subject the SUBRECIPIENT or recipient of HOME funds, its contractors, and subcontractors, its successors, and assigns to those sanctions specified by Title 24 of the Code of Federal Regulations as well as with any and all applicable amendments thereto.

SECTION XVI – COMPLIANCE WITH FEDERAL, STATE & LOCAL LAWS.

- A. The SUBRECIPIENT covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state, local and federal governments, and all amendments thereto, including, but not limited to: Title 8 of the Civil Rights Act of 1968 PL.90-284, Executive Order 11063 on Equal Opportunity and Housing, Section 3 of the Housing and Urban Development Act of 1968, Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR § 92. The SUBRECIPIENT covenants and warrants that it will indemnify hold the COUNTY forever free and harmless with respect to any and all damages, whether directly or indirectly arising out of the provisions and maintenance of this Agreement.
- B. The SUBRECIPIENT agrees to comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. § 7401, et seq.), section 308 of the Clean Water Act, as amended (33 U.S.C. § 1251, et seq.), Executive Order 11738, and Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- C. The SUBRECIPIENT further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of \$100,000. The SUBRECIPIENT also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

SECTION XVII – ENFORCEMENT/SUSPENSION & TERMINATION/DEFAULT & LOSS OF GRANT FUNDS

- A. The COUNTY will enforce this Agreement in accordance with the terms of this Agreement and as allowed by 2 CFR § 200.339 (remedies for noncompliance) including, but not limited to, by suspension or termination of the Agreement in whole or in part should the SUBRECIPIENT fail in any manner to fully perform and carry out any of the terms, covenants, and conditions of this Agreement, or if the SUBRECIPIENT refuses or fails to proceed with the work with such diligence as will ensure its completion within the time fixed by the schedule set forth in this Agreement or otherwise by the Parties in writing, the SUBRECIPIENT shall be in default and notice in writing shall be given to the SUBRECIPIENT of such default by the COUNTY or an agent of the COUNTY. If the SUBRECIPIENT fails to cure such default within such time as may be required by such notice, the COUNTY may at its option terminate and cancel the Agreement in whole or in part.
 - a. In the event of such termination, all funds awarded to the SUBRECIPIENT pursuant to this Agreement shall be immediately revoked and any approvals related to the Project shall immediately be deemed revoked and canceled. In such event, the SUBRECIPIENT will no longer be entitled to receive any compensation for Work undertaken after the date of the termination

- of this Agreement, as the grant funds will no longer be available for this Project.
- b. In such event, the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination.
 - c. Notwithstanding the above, the SUBRECIPIENT shall not be relieved for liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by the SUBRECIPIENT and the COUNTY may withhold any payments to the SUBRECIPIENT for the purpose of setoff until such time as the exact amount of damages due the COUNTY from the SUBRECIPIENT is determined whether by court of competent jurisdiction or otherwise.
 - d. Such termination shall not effect or terminate any of the rights of the COUNTY as against the SUBRECIPIENT then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the COUNTY under the law and the note and mortgage (if in effect), including but not limited to compelling the SUBRECIPIENT to complete the Project in accordance with the terms of this Agreement, in a court of equity.
 - e. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.
- B. The COUNTY, in its sole discretion may opt to take other remedial action as allowed by the HUD Notice, and applicable federal regulations including, but not limited to by:
- a. Temporarily withholding cash payments pending correction of the deficiency or noncompliance by the SUBRECIPIENT; or
 - b. Disallowing (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. The SUBRECIPIENT also acknowledges and agrees that it shall be subject to sanctions set forth in HOME regulation at 24 CFR Part 92, if determined to be applicable by the COUNTY.
- D. The COUNTY may terminate for its convenience this Agreement at any time giving at least thirty (30) days' notice in writing to the SUBRECIPIENT. If the Agreement is terminated by the COUNTY, as provided herein, the COUNTY will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the SUBRECIPIENT will be paid as a fee an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the SUBRECIPIENT covered by this Agreement, less payments of compensation previously made. Claims and disputes between the Parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.
- E. This contract is subject to termination pursuant to A.R.S. § 38.511.

SECTION XVIII – RECORDKEEPING, RETENTION, INSPECTION, MONITORING & ACCESS TO RECORDS

- A. The COUNTY reserves the right to inspect, monitor, and observe work and services performed by the SUBRECIPIENT at any and all reasonable times.
- B. The COUNTY reserves the right to audit the records of the SUBRECIPIENT any time during the Compliance Period.
- C. The SUBRECIPIENT will provide the COUNTY with a copy of their single audit and management letter pursuant to the requirements of 2 CFR Part 200, Subpart F annually, but no later than 30 days after completion of a single audit.
- D. Access shall be immediately granted to the COUNTY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the SUBRECIPIENT or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. The SUBRECIPIENT shall allow the COUNTY access to the Project to determine that the SUBRECIPIENT is meeting all of its obligations hereunder and under all federal laws and regulations, and COUNTY codes, ordinances and policies. This includes physical inspections of the Project to ensure the applicable housing quality and property standards are met.
- F. The SUBRECIPIENT must establish and maintain sufficient records to enable the COUNTY to determine whether the SUBRECIPIENT has met the requirements of the HUD Notice. At minimum, the SUBRECIPIENT must maintain the following records, as applicable:
 - a. Program records as set forth at HUD Notice Section VIII.F.1;
 - b. Project records as set forth at HUD Notice Section VIII.F.2;
 - c. Financial records as set forth at HUD Notice Section VIII.F.3;
 - d. Program administration records as set forth at HUD Notice Section VIII.F.4; and
 - e. Records concerning other federal requirements as set forth at HUD Notice Section VIII.F.5
- G. All records pertaining to HOME-ARP funds must be retained for five years, except as provided below:
 - a. For HOME-ARP rental housing projects, including the Project, records may be retained for five years after the project completion date; except that records of individual tenant income verifications, project rents and project inspections must be retained for the most recent five-

year period, until five years after the affordability period terminates.

- b. Written agreements must be retained for five years after the agreement terminates.
- c. Records covering displacements and acquisition must be retained for five years after the date by which all persons displaced from the property and all persons whose property is acquired for the Project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.
- d. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

SECTION XIX – COUNTY RESPONSIBILITIES

In addition to previously stated responsibilities in this Agreement, the COUNTY is specifically responsible for the following:

- A. The COUNTY shall provide to the SUBRECIPIENT information regarding its requirements for the Project.
- B. The COUNTY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the Project, and will provide information to the SUBRECIPIENT regarding any progress inspections or monitoring to assist it in ensuring compliance.

SECTION XX – INDEMNIFICATION AGREEMENT

The SUBRECIPIENT shall act as an independent contractor, and not as an employee of the COUNTY, in completing the Project. Further, the SUBRECIPIENT agrees to indemnify and hold harmless the COUNTY and its board, agents, staff, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities of every kind and nature, including any claims of negligence, whether known or unknown, in law or equity, including any claims against and/or regarding the SUBRECIPIENT and its employees, contractors, agents, and any other person or entity acting for or on the SUBRECIPIENT's behalf, which they have, ever had or may have ("Claims"), arising from or in any way related to the SUBRECIPIENT's obligations under this Agreement. This includes reasonable attorneys' fees the COUNTY may incur in enforcing this paragraph. In addition this indemnification and agreement to pay the COUNTY's reasonable attorneys' fees expressly includes any Claims that may arise from any act or failure to act by any of SUBRECIPIENT's employees, contractors, agents, and any other person or entity acting for or on the SUBRECIPIENT's behalf.

SECTION XXI – PROHIBITED LOBBYING ACTIVITIES

The SUBRECIPIENT, his/her agent or representative shall not contact, orally or in any written form any Pinal County elected official or any Pinal County employee other than the Planning and Community Development

Department, Pinal County Manager, Deputy Pinal County Manager or Pinal County Attorney's office (for legal issues only) regarding the contents of this Agreement.

SECTION XXII – PROHIBITED POLITICAL CONTRIBUTION

The SUBRECIPIENT during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any Pinal County elective office during the term of this Agreement. The COUNTY reserves the right to terminate the Agreement without penalty for any violation of this provision.

SECTION XXIII – CONTINGENT FEES

The SUBRECIPIENT promises that it has not employed or retained any company or person, other than bona fide employees working solely for the SUBRECIPIENT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the SUBRECIPIENT, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this promise, the COUNTY may cancel this Agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the SUBRECIPIENT.

SECTION XXIV – SUCCESSORS AND ASSIGNS

This Agreement is binding on the COUNTY and the SUBRECIPIENT, their successors and assigns. Neither the COUNTY nor the SUBRECIPIENT will assign or transfer its interest in this Agreement without the written consent of the other.

SECTION XXV – OTHER PROVISIONS

- A. Payroll Taxes. The SUBRECIPIENT is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the COUNTY against such liability.
- B. Practice and Ethics. The SUBRECIPIENT will maintain a code of ethics for its organization, and ensure compliance by all employees.
- C. Changes in Scope or Services. Any changes in the scope or services as set forth herein must be mutually agreed upon by the COUNTY and the SUBRECIPIENT, and will be incorporated in to this Agreement by written amendments signed by both Parties.
- D. Extent of Contract. This Agreement represents the entire agreement between the Parties and supersedes all prior representations, negotiations or agreements whether written or oral.
- E. Israel Boycott Prohibited. The SUBRECIPIENT hereby certifies to the COUNTY as follows: that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel pursuant to A.R.S §35-393.01(A). Further that a breach of this Certification shall constitute a material breach of this Contract that is subject to penalties up to and including termination of this Agreement and that the COUNTY retains the legal right to inspect the records of the SUBRECIPIENT to ensure compliance with this certification.

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

SECTION XXVI – APPLICABLE LAW

The Parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Arizona and all applicable COUNTY rules, policies and codes, and federal laws and regulations, including, but not limited to, the HOME program, HOME-ARP, 24 CFR Part 92 and related provisions.

SECTION XXVII – DURATION OF THE AGREEMENT

The Agreement period shall commence upon the execution of this Agreement and shall remain in effect until all HOME-ARP Funds for this Project are expended and the time frame specified in this Agreement expires for reporting; providing access to Project files; the retention of documents; or any other obligation with a specified time or duration as set forth herein; or as otherwise required by HOME, HOME-ARP, or the HUD Notice, whichever is longer; unless terminated prior in accordance with the provisions of this Agreement.

SECTION XXVIII – GENERAL CONDITIONS

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

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

SUBRECIPIENT address: Honoring, Helping, Hiring Our Heroes of Pinal County
Kim Vandenberg, Chairperson/Director

100 E. Florence Blvd.
Casa Grande, AZ 85122

- B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall govern, except for conflicts regarding federal regulations or other laws, including the HUD Notice, in which case, the terms thereof govern.
- D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- E. PINAL COUNTY's failure to act with respect to any breach of this Agreement by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of PINAL COUNTY to exercise or enforce any right or provision herein shall not constitute a waiver of such right or provision.
- F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Arizona, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then the same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- G. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement, in whole or in part, shall not be delegated or assigned to any other person, agency, or entity unless PINAL COUNTY shall first give written consent to the performance or assignment of the same, or any part thereof.
- H. The Agreement shall be binding upon the Parties hereto, their heirs, executors, legal representative, successors and assigns.
- I. The SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the COUNTY, and shall not attain any rights or benefits generally afforded to COUNTY employees.
- J. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SUBRECIPIENT:

By: 

Its (title): Treasurer

Date: 1/6/23

PINAL COUNTY:


By: _____
Chairperson, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Deputy County Attorney

**ATTACHMENT A
TO
SUBRECIPIENT AGREEMENT
BETWEEN
PINAL COUNTY
AND
HONORING, HELPING, HIRING OUR HEROES OF PINAL COUNTY
FOR
SUPPORTIVE SERVICES, OPERATING EXPENSE, AND CAPACITY DEVELOPMENT
PROJECT SCOPE & BUDGET**

I. SUBRECIPIENT INFORMATION

Organization Name	Honoring, Helping, Hiring Our Heroes of Pinal County
Address	100 E. Florence Blvd.
City, State, Zip Code	Casa Grande, Arizona 85122
Telephone	520-338-2568
Contact Person	Kim Vandenberg
E-mail address	Hohp4heroes@gmail.com
DUNS#	080224360
Tax Identification #	46-3776005
ROC#	N/A
UEI	FET4PJ1LWBG7

II. PROGRAM INFORMATION

HUD Grant #	M-21-UP-04-0222
Date of HUD Agreement	09/01/2022
HUD Agreement Amount	\$2,221,167
Amount to Subrecipient	
• Operating Expense Assistance	\$ 40,000
• Capacity Building Assistance	\$ 35,000
• Supportive Services	
○ Meals/Groceries	\$ 52,000
○ Case Management	\$ 68,000
Total Amount to Subrecipient	\$195,000
CFDA #	14.239
Period of Performance	Contract start date to 12/31/2025, or until HOME-ARP Funds for the Project are expended.
Budget Period	Contract start date to 1/31/2026, or one month after HOME-ARP Funds for the Project are expended.

III. HOME-ARP ACTIVITIES TO BE PROVIDED UNDER THIS AGREEMENT

A. OPERATING EXPENSE ASSISTANCE

Activity: Operating Expense Assistance
Activity Location: 5497 W. McCartney Road
Coolidge, AZ 85128

SUBRECIPIENT shall receive payment from COUNTY for utility expenses necessary to operate the HOHP Veteran Transition Center located at 5497 W. McCartney Road, Coolidge, Arizona. Utilities include electric, water, internet, phone service, trash service, septic service, land lease, and insurance.

SUBRECIPIENT expressly acknowledges and agrees that this Project is subject to the requirements set forth at Section VI.F, "Nonprofit Operating and Capacity Building Assistance", in the HUD Notice **Attachment "B"** (U.S. Department of Housing and Urban Development Notice: CPD-21-10) (HUD Notice).

B. CAPACITY BUILDING ASSISTANCE

Activity: Capacity Building Assistance
Activity Location: 5497 W. McCartney Road
Coolidge, AZ 85128

SUBRECIPIENT shall receive payment from COUNTY for capacity building expenses. Capacity building expenses are defined as reasonable and necessary general operating costs that will result in expansion or improvement of an organizations ability to successfully carry out eligible HOME-ARP activities.

Eligible costs include salaries for new hires including wages and other employee compensation and benefits; costs related to employee training or other staff development that enhances an employee's skill set and expertise; equipment (e.g., computer software or programs that improve organizational processes), upgrades to materials and equipment, and supplies; and contracts for technical assistance or for consultants with expertise related to the HOME-ARP qualifying populations.

SUBRECIPIENT expressly acknowledges and agrees that this Project is subject to the requirements set forth at Section VI.F, "Nonprofit Operating and Capacity Building Assistance", in the HUD Notice **Attachment "B"** (U.S. Department of Housing and Urban Development Notice: CPD-21-10) (HUD Notice).

C. SUPPORTIVE SERVICES

Activity: Supportive Services
Activity Location: 5497 W. McCartney Road
Coolidge, AZ 85128

SUBRECIPIENT shall provide supportive services in the form of meals and groceries to Veterans and Families that include a Veteran Family Member that meet the criteria for one of the qualifying populations described in Section II (L) of this agreement, and who are not already receiving these services through another program.

SUBRECIPIENT shall provide supportive services in the form of case management to Veterans and Families that include a Veteran Family Member that meet the criteria for one of the qualifying populations described in Section II (L) of this agreement, and who are not already receiving these services through another program.

SUBRECIPIENT shall provide McKinney-Vento supportive services to Veterans and Families that include a Veteran Family Member who meet the criteria of Homeless, as defined in 24 CFR 91.5, Homeless (1), (2), or (3) <https://www.ecfr.gov/current/title-24/subtitle-A/part-91/subpart-A/section-91.5>.

SUBRECIPIENT shall provide homelessness prevention services to Veterans and Families that include a Veteran Family Member who are housed and the supportive services are intended to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing to achieve stability in that housing.

SUBRECIPIENT must document in each participant case file which type of supportive services are provided, (Homelessness Prevention or McKinney-Vento) based on the participant's homelessness status.

SUBRECIPIENT expressly acknowledges and agrees that this Project is subject to the requirements set forth at Section VI.D, "Supportive Services", in the HUD Notice **Attachment "B"** (U.S. Department of Housing and Urban Development Notice: CPD-21-10) (HUD Notice).

a. SUPPORTIVE SERVICES ELIGIBLE ACTIVITIES AND COSTS

1. Case Management - Salary and benefit package, and travel expenses for 2 FTE Case Manager to assess, arrange, coordinate, and monitor the delivery of individualized services to eligible participants.

Eligible costs are those associated with the following services and activities:

- Conducting the initial evaluation, including verifying and documenting eligibility, for individuals and families applying for supportive services;
 - Counseling;
 - Developing , securing and coordinating services;
 - Using a centralized or coordinated assessment system;
 - Obtaining federal, State and local benefits;
 - Monitoring and evaluating program participant progress;
 - Providing information and referrals to other providers;
 - Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking;
 - Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
 - Conducting re-evaluations of the program participant's eligibility and the types and amounts of assistance the program participant needs;
2. Ineligible Costs - Financial assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources. Financial assistance also cannot be provided to a program participant who has been provided with replacement housing payments under the Uniform

Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 USC 4601 et seq.) and its implementing regulations at 49 CFR part 24, or Section 104(d) of the Housing and Community Development Act of 1974 (42 USC 5304(d) and its implementing regulations at 24 CFR part 42, during the period of time covered by the replacement housing payments.

IV. PARTICIPANT SELECTION

Assistance is targeted to Veterans eligible for services through the Veterans Administration.

Referrals for supportive services will be accepted through the Pinal County Coalition to End Homelessness Coordinated Entry System, and also accepted directly from organizations outside of the Coordinated Entry System.

If the referral is received through the Coordinated Entry process, the Pinal County Coordinated entry prioritization process will be used.

Prioritization between Coordinated Entry referrals and referrals from outside organizations will be made on a first come, first served basis.

V. PROGRAM INCOME

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

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

VI. FINANCIAL INFORMATION

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

Submit requests for reimbursement to:

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

VII. DATA COLLECTION

SUBRECIPIENT shall enter data on all persons served and all activities assisted under this Agreement in the Homeless Management Information System (HMIS).

SUBRECIPIENT shall submit quarterly reports for the Supportive Services activity to the County on a quarterly basis as follows:

Report Period	Due to County
October 1 – December 31	January 15
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15

Submit reports to:

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

Quarterly reports shall include the following data points:

Total: Total number of households served in the quarter

New Households: The number of households who were served in this quarter but who were not served in the previous quarter.

Veteran: A household with any Veteran member.

Hispanic: The number of Hispanic households served.

Race: The sum of the sub-categories below must be equal to or less than the "Total"

- White
- Black
- Asian
- American Indian/Alaskan Native
- Native Hawaiian/Pacific Islander
- Other/Multi-Racial

Household Size: The sum of the sub-categories below must be equal to or less than the "Total"

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8+

Household Type: The sum of the sub-categories below must be equal to or less than the "Total"

- Single, non-elderly
- Elderly
- Single Parent

- Two Parents
- Other

VIII. OUTCOMES

SUBRECIPIENT shall serve a minimum of 50 Veteran households per year at the HOHP Veteran Transition Center located at 5497 W. McCartney Road, Coolidge, Arizona. over the term of this agreement.

IX. SYSTEMWIDE COLLABORATION

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

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

X. TERMINATION OF ASSISTANCE TO PROGRAM PARTICIPANTS

SUBRECIPIENT may terminate assistance to a program participant who violates program requirements or conditions of occupancy or no longer needs the services as determined by the SUBRECIPIENT. Further assistance to the same individual or family may be provided at a later date.

SUBRECIPIENT shall provide written notice to the program participant containing a clear statement of the reasons for termination.

XI. DUE PROCESS

SUBRECIPIENT shall provide program participants with a copy of the SUBRECIPIENT program rules, and the termination process before the participant begins to receive assistance.

SUBRECIPIENT shall provide program participant with a copy of the Client Grievance Policy and Procedure.

ATTACHMENT "B"

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT NOTICE: CPD-21-10

The HUD Notice, HUD Notice CPD-21-10, *Requirements for the Use of Funds in the HOME-American Rescue Plan*, issued September 13, 2021, which establishes requirements for funds appropriated under the ARP, can be located online at the following website:

<https://www.hudexchange.info/resource/6479/notice-cpd-2110-requirements-for-the-use-of-funds-in-the-home-arp-program/>

The above website will provide a link to the HUD Notice, as a downloadable PDF file.

ATTACHMENT "C"

CERTIFICATION FOR A DRUG-FREE WORKPLACE

THE SUBRECIPIENT CERTIFIES that it will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The SUBRECIPIENT'S policy of maintaining a drug-free workplace;
 3. Available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations.
- c. Making it a requirement that each employee to be engaged in the performance of activities or services set forth in this Agreement or otherwise in performance of the grant be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment in the performance of activities or services set forth in this Agreement, or otherwise under the grant, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the SUBRECIPIENT of any criminal drug statute violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying PINAL COUNTY within ten (10) days after receiving notice of such employee's conviction pursuant to paragraph (d)(2) or otherwise receiving actual notice of the conviction. The SUBRECIPIENT must provide notice, including position title, to the COUNTY. Notice shall include reference to this Agreement to allow the COUNTY to determine the affected 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 participate satisfactorily 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.

This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into.


Signature


Date

REPRESENTING: Honoring, Helping, Hiring Our Heroes of Pinal County

ATTACHMENT "D"

CERTIFICATION-RESTRICTION ON LOBBYING

SECTION 319 OF PUBLIC LAW 101-121 (31 U.S.C. 1352); 5 U.S.C. 301 REORGANIZATION PLAN NUMBER 6 OF 1950

THE UNDERSIGNED CERTIFIES, to the best of his or her knowledge and belief, that:

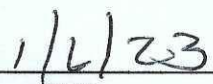
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

Any person who files 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.



Signature



Date

REPRESENTING: Honoring, Helping, Hiring Our Heroes of Pinal County

ATTACHMENT "E"

CONFLICT OF INTEREST STATEMENT FOR HUD ASSISTED PROGRAMS

Per U.S. Department of Housing and Urban Development (HUD) regulations 24 CFR §92.356 and 24 CFR § 570.611, no employee, agent, consultant, officer, or elected official of the recipient, or of any designated public agencies, or of sub recipients having any functions or responsibilities related to activities assisted with Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), or American Dream Down payment Initiative (ADDI) funds may benefit from an assisted activity. For purposes of Pinal County, this requirement also extends to immediate family members of individuals defined above.

Exceptions may be granted on a case by case basis by HUD upon written request of the recipients and after certain disclosures are made public. Any conflicts noted will be investigated and resolved in accordance with HUD regulations.

☒ I hereby certify that I **do not** have (nor does anyone in my immediate family have) any relations to or business with any employee, agent consultant, officer, or elected or appointed official of Pinal County or the organization which is providing the assistance I am receiving.

☐ I hereby certify that I **do** (or someone in my immediate family does) have relations to or business with an employee, agent, consultant, officer, or elected or appointed official of Pinal County or the organization which is providing the assistance I am receiving. Please list the name(s) of the person(s) involved in the potential conflict of interest and please state the nature of your relationship and/or business interest with the person(s). Further information will be required and a separate meeting will be set up discuss the disclosure of any potential conflicts of interest.

Honoring, Helping, Hiring Our Heroes of Pinal County

Samuel A. Skelton Treasurer
Name, Title

1/6/23
Date