

# Replacement Apparatus - Fire Engine

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## Overview

Submitted By	Michael Long, Fire Chief
Request Owner	Ben Williams
Department	Fire
Type	Capital Equipment
Project Number	62201

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## Description

Purchase of new apparatus (Engine) as a replacement for a currently in-service reserve apparatus (Engine) that has exhausted its usable life. This request includes costs related to design, construction, travel to the factory for all key stages of construction, equipment, radios, computers, in cab communications systems, headsets, portable radio chargers, and installation of locally appropriated items necessary to place apparatus in service.

The apparatus will consist of a crew cab/compartments, a minimum of a 380 hp diesel engine, a minimum 500-gallon water tank, foam system, minimum 1250 gallons per minute pump, automatic transmission, 4 cross lay hose bays, and a complete complement of ground ladders. This, as with most fire apparatus, will be a custom-designed apparatus to meet the exact needs and specifications of the City of El Mirage and its fire suppression requirements.

The current reserve apparatus is beyond its service life, resulting in an increasing number of costly non-warranted repairs and increased out of service time. This reserve unit will be replaced by the 2010 Engine, with an expected continued service life of 5 years. The new apparatus would be placed in service as the front line engine with an expected life of 10 years, with an additional 5 years as a reserve unit. The El Mirage City Council continued goal is to ensure the citizens of El Mirage receive the highest level of fire and life safety services. The purchase and replacement of this apparatus will ensure and enhance the ability of the El Mirage Fire Department to continue providing this high level of service. Grant funding will be pursued for this request.

The 2021 National Community Survey found that 50% of El Mirage residents rank their overall feeling of safety favorably while 84% report feeling safe from fire, flood, or other national disaster. 81% rank the quality of fire services favorably, 65% rank the quality of fire prevention and education favorably, and 95% of residents feel it is important for the city to focus on the overall feeling of safety in the next 2 years.

Modified - Added \$100,000 in costs in FY 23.

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## Images



Fire Engine

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## Details

Division	Fire General
New Purchase or Replacement	Replacement
New or Used Vehicle	New Vehicle
Useful Life	10 or more years
Strategic Priority	Safe Community
Grant Funding	Yes
Bond Eligible	No
Project Status	Modified

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## Summary of Capital Projects

Activity	Request Title	Dept.	Account	FY23	FY24	FY25	FY26	FY27
62322	Freezers for Senior Center	Admin	111-5-1415-617	\$14,000	\$0	\$0	\$0	\$0
62335	Land Acquisition for Affordable Housing Program	Admin	111-5-1411-660	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
62314	Senior Bus	Admin	111-5-1415-650	\$75,000	\$0	\$0	\$0	\$0
62705	Senior Bus Replacement	Admin		\$0	\$0	\$0	\$0	\$90,000
62109	Senior Center Remodel for Offices	Admin	111-5-1415-656	\$130,000	\$0	\$0	\$0	\$0
62318	Copier for Court	Court	114-5-2251-617	\$7,000	\$0	\$0	\$0	\$0
62409	Court Facility	Court		\$0	\$728,000	\$13,891,000	\$0	\$0
62329	Courtroom Audio/Visual System Upgrade	Court	114-5-2251-617	\$60,000	\$0	\$0	\$0	\$0
62338	Land for Court Facility	Court	111-5-1591-660	\$235,000	\$0	\$0	\$0	\$0
62309	121st Ave Roadway Improvements	Dev Serv	131-5-3581-657	\$166,500	\$50,500	\$0	\$0	\$0
62306	Downtown Street Reconstruction	Dev Serv		\$0	\$350,000	\$350,000	\$350,000	\$350,000
62336	Drainage at 125th Ave & Desert Cove Rd	Dev Serv	131-5-3581-658	\$142,000	\$0	\$0	\$0	\$0
62337	Drainage at Dysart Rd & Peoria Ave - Construction	Dev Serv	147-5-1591-658	\$420,000	\$0	\$0	\$0	\$0
62307	Dysart Rd Roadway Widening (N. of Cactus Rd)	Dev Serv	131-5-3581-657	\$336,500	\$0	\$0	\$0	\$0
62115	Neighborhood Traffic Calming Program (NTCP)	Dev Serv		\$0	\$40,000	\$0	\$40,000	\$0
62213	Roadway Drainage Improvements at 1st Ave	Dev Serv	131-5-3581-658	\$130,000	\$0	\$0	\$0	\$0
62308	Varney Road Roadway Improvements	Dev Serv	131-5-3581-657	\$196,500	\$52,500	\$0	\$0	\$0
62503	Finance Copier Replacement	Finance		\$0	\$0	\$9,000	\$0	\$0
62707	Finance Software Replacement	Finance		\$0	\$0	\$0	\$0	\$1,500,000
62326	Payroll System and Timekeeping system	Finance	111-5-1532-617	\$30,000	\$0	\$0	\$0	\$0
62323	Procurement Software	Finance	111-5-1531-617	\$18,000	\$0	\$0	\$0	\$0
62332	Automated Chest Compression System	Fire	111-5-2511-617	\$75,000	\$0	\$0	\$0	\$0
62504	Fire Station Facility	Fire		\$0	\$0	\$14,609,000	\$0	\$0
62602	Ladder Truck	Fire		\$0	\$0	\$0	\$1,534,000	\$0
62339	Land for Fire Station Facility	Fire	111-5-1591-660	\$235,000	\$0	\$0	\$0	\$0
62333	Life Pak15 Heart Monitors/Defibrillators	Fire	111-5-2511-617	\$80,000	\$0	\$0	\$0	\$0
62601	Recirculating Water, Engine Training System	Fire		\$0	\$120,000	\$0	\$0	\$0
62201	Replacement Apparatus - Fire Engine	Fire	148-5-1591-650	\$600,000	\$0	\$0	\$0	\$0
62201	Replacement Apparatus - Fire Engine	Fire	111-5-2511-650	\$200,000	\$0	\$0	\$0	\$0
62201	Replacement Apparatus - Second Fire Engine	Fire		\$0	\$0	\$0	\$0	\$850,000
62406	Replacement Heart Monitor/Defibrillator	Fire		\$0	\$40,000	\$0	\$0	\$0
62502	Replacement Thermal Imager	Fire		\$0	\$0	\$10,000	\$0	\$0
62320	Replacement Treadmill	Fire	111-5-2511-617	\$7,000	\$0	\$0	\$0	\$0
62328	Vehicle Replacement Program - Fire	Fire	111-5-2511-650	\$51,000	\$0	\$0	\$0	\$0
62407	HURF Equipment Replacement	HURF		\$0	\$0	\$0	\$0	\$150,000
62701	HURF Message Board Replacement	HURF		\$0	\$0	\$0	\$0	\$25,000
62052	Pavement Management Program	HURF	131-5-3581-657	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000
62408	Pavement Revitalization Program	HURF		\$0	\$500,000	\$500,000	\$500,000	\$500,000
62304	Skid Steer Loader and Attachments	HURF	131-5-3581-617	\$54,000	\$0	\$0	\$0	\$0
62501	Street Sweeper	HURF		\$0	\$0	\$250,000	\$0	\$0
62327	Human Resources Office Furniture/Equipment	HR	111-5-1521-617	\$30,000	\$0	\$0	\$0	\$0
62321	NeoGov	HR	111-5-1521-617	\$10,500	\$0	\$0	\$0	\$0
62025	Backup Infrastructure Replacement	IT		\$0	\$35,000	\$0	\$0	\$0
62026	City Hall Server Replacements	IT		\$0	\$50,000	\$0	\$0	\$0
62331	Council Chambers Audio/Visual Enhancements	IT	111-5-1511-656	\$70,000	\$0	\$0	\$0	\$0
62401	Replacement of 2 Firewalls	IT		\$0	\$0	\$17,000	\$0	\$0
62301	Storage Area Network Replacement	IT	111-5-1511-617	\$85,000	\$0	\$0	\$0	\$0
62319	Wireless LAN (Local Area Network) Controller	IT	111-5-1511-617	\$7,000	\$0	\$0	\$0	\$0
62302	Vehicle Replacement Program - Non-Dept	Non-Dept	111-5-1591-650	\$71,500	\$0	\$0	\$35,000	\$0
62334	FireFly Gunshot Sensors	Police	111-5-2111-617	\$252,000	\$0	\$0	\$0	\$0
62324	Locker Room Expansion	Police	111-5-2111-656	\$19,000	\$0	\$0	\$0	\$0
62330	Police Vehicle for Lieutenant	Police	111-5-2111-650	\$65,000	\$0	\$0	\$0	\$0
62340	Police Vehicle for School Resource Officer	Police	111-5-2111-650	\$65,000	\$0	\$0	\$0	\$0
62341	Police Vehicle Radios (6)	Police	111-5-2111-617	\$42,000	\$0	\$0	\$0	\$0
62317	Portable Radio for Lieutenant	Police	111-5-2111-617	\$6,500	\$0	\$0	\$0	\$0
62342	Portable Radio for School Resource Officer	Police	111-5-2111-617	\$6,500	\$0	\$0	\$0	\$0
62325	Records Storage	Police	111-5-2111-656	\$20,500	\$0	\$0	\$0	\$0
62040	Vehicle Replacement Program - Police	Police	111-5-2111-650	\$275,000	\$207,000	\$241,000	\$244,000	\$276,000
62403	Basketball Court Resurfacing	PW		\$0	\$30,000	\$0	\$0	\$0
62703	Facility Roof Replacement Program	PW		\$0	\$0	\$0	\$0	\$50,000
62007	HVAC Replacement Program	PW	111-5-1583-617	\$30,000	\$30,000	\$30,000	\$30,000	\$35,000
62208	Lights for Gentry Park Field	PW		\$0	\$0	\$200,000	\$0	\$0
62704	Playground Equipment Replacement Pocket Parks	PW		\$0	\$0	\$0	\$0	\$60,000
62103	Vehicle Replacement Program - Facilities	PW	111-5-1583-650	\$48,500	\$50,000	\$0	\$53,000	\$0
62036	Vehicle Replacement Program - Parks	PW	111-5-1582-650	\$48,500	\$0	\$0	\$53,000	\$55,000
62227	Collections System Replacement Program	WW	541-5-7581-617	\$125,000	\$125,000	\$0	\$0	\$0
62316	Influent Line Replacement at WRF	WW	541-5-7581-673	\$450,000	\$0	\$0	\$0	\$0
62702	Vehicle Replacement Program - Environmental	WW		\$0	\$0	\$0	\$0	\$50,000
62305	Vehicle Replacement Program - Wastewater	WW		\$0	\$50,000	\$0	\$0	\$0

## MEMORANDUM

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: CITY MANAGER J. CRYSTAL DYCHES**

**SUBJECT: STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF)**

**DATE: JUNE 13, 2022**

**BACKGROUND:** The American Rescue Plan Act (ARPA) passed in March 2021 provides \$1.9 trillion in overall national spending to support relief and economic recovery efforts. A total of \$350 billion in assistance was allocated to local governments to replenish lost revenue, cover increased expenditures, and mitigate economic harm from the COVID-19 pandemic.

The City of El Mirage will receive \$11,940,792 in State and Local Fiscal Recovery Funds (SLFRF) from the ARPA. In June 2021, the City received a payment of \$5,970,395.91 and will receive an equal payment in June 2022. The City may spend the funds through December 31, 2024.

At the Worksession on August 17, 2021, staff sought policy guidance on how to strategically distribute the funds. In September 2021, the City Council adopted Resolution R21-09-22 stating the intended uses of the Coronavirus State and Local Fiscal Recovery Funds allotment.

On January 6, 2022, the US Department of Treasury released the Final Rule on the use of the SLFRF funds. The provisions in this final rule were effective April 1, 2022. An executive summary of major changes and clarifications to the Final Rule is attached. You can view the Final Rule in its entirety, at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>.

To ensure that all awarded funds are spent within the time frame allotted, Staff has drafted Resolution #R22-06-16, which replaces Resolution #R21-09-22, stating the intended uses of the State and Local Fiscal Recovery Funds allotment.

### **ELIGIBLE USE: REPLENISHMENT OF LOST REVENUE**

The most flexible spending category under the SLFRF grant program is "Replacement of Lost Revenue" for government services, which the final rule says generally includes any service traditionally provided by local governments. To take advantage of this category of spending, the Interim Rule required all grantees, regardless of size, to perform a complex calculation to determine how much revenue a locality could claim as lost. Based on the revenue loss calculation, El Mirage's lost revenue was \$6,160,155.

The Final Rule presents a significantly simpler option by permitting local governments to choose a "standard allowance" for lost revenue of up to \$10 million for the lifetime of their grant. El Mirage will select the standard allowance, which will streamline reporting requirements.

The projects included in this memo exceed the SLFRF allocation. The City has budgeted General Fund money to cover the balance. After the SLFRF funds have been spent, Council will have an opportunity to reevaluate projects to be completed with General Funds. In essence, staff will spend SLFRF funds first to ensure all awarded funds are spent within the time frame allotted. So while we have continued to list intended uses under eligible categories, staff will identify nearly \$2M to

be reported under other eligible categories. Staff may also request Council consideration of SLFRF funding of other eligible expenses.

<b>Northern Parkway Corridor</b>			
The Northern Parkway project extends 12.5 miles between Loop 303 and US 60 in Maricopa County. When completed, Northern Parkway will be a high capacity, limited access roadway with overpasses at major intersections. The project is a partnership between Maricopa County, the Cities of El Mirage, Glendale and Peoria, and the Maricopa Association of Governments (MAG). Alternative funding sources for The Northern Parkway project are limited; this project would require payment from the general fund if not paid for with the ARPA allocation.			
FY22 Allocation	FY23 Allocation	FY24 Allocation	<b>Total</b>
\$0	\$500,000	\$5,470,000	<b>\$5,970,000</b>

<b>City Council Chamber Technology Upgrade</b>			
The Council Chambers were built with City Hall in 2016. Live, remote meetings were not planned or considered in the design. A technology update is needed to accommodate Council’s request to video record/live stream City Council Meetings. The upgrade will enhance sound and make the room usable for other types of meetings that do not take place using the dais. This project is not ongoing and therefore, does not require consideration for alternative funding sources.			
FY22 Allocation	FY23 Allocation	FY24 Allocation	<b>Total</b>
\$0	\$70,000	\$0	<b>\$70,000</b>

**ELIGIBLE USE: RESPONDING TO PUBLIC HEALTH & SAFETY NEEDS**

The SLFRF allows Cities to cover increased expenditures to address public health and safety. Recovery Funds can be used to support a public health response; and address public safety in communities where an increase in violence, or increased difficulty in accessing or providing services to respond to or mitigate the effects of violence, as a result of the pandemic.

<b>Police Neighborhood Enforcement Team (NET)</b>			
The NET community policing team will be hired to directly respond to the ongoing gun violence emergency associated with the pandemic, and build a safer, healthier El Mirage community. Funding includes one (1) Police Sergeant and three (3) Police Officers, along with four (4) police vehicles and equipment. The personnel numbers are estimates and staff will submit actual costs for grant purposes even if they exceed our estimate. These staff positions were created with the initial ARPA award allocation. As ARPA funding wanes, Council will need to consider how these positions will be funded. Traditionally, funding is limited for established positions and the City would need to look to the general fund to maintain staffing these positions.			
FY22 Allocation	FY23 Allocation	FY24 Allocation	<b>Total</b>
\$611,000	\$415,000	\$415,000	<b>\$1,441,000</b>

### Police Officer Attrition

This funding will maintain staffing levels at the El Mirage Police Department due to pandemic related retirements and increased gun violence. Funding includes a Police Lieutenant position and three (3) Police Officer positions. These staff positions were created with the initial ARPA award allocation. As ARPA funding wanes, Council will need to consider how these positions will be funded.

FY22 Allocation	Allocation	FY24 Allocation	Total
\$322,000	\$428,000	\$428,000	\$1,178,000

### Paramedic/Firefighter

These Firefighter/Paramedics will be able to administer vaccines and assist with the public health emergency due to the pandemic. This includes two (2) Firefighter/Paramedics positions to work a 40-hour week. The personnel numbers are estimates and staff will submit actual costs for grant purposes. These staff positions were created with the initial ARPA award allocation. As ARPA funding wanes, Council will need to consider how these positions will be funded.

FY22 Allocation	FY23 Allocation	FY24 Allocation	Total
\$108,000	\$185,000	\$185,000	\$478,000

### Emergency Operations Center

This funding is for changing the audiovisual components in the Fire Station community room that also functions as the City's Emergency Operations Center (EOC). This communication project will assist in responding to specific pandemic-related public health needs. This project is not ongoing and does not require consideration for alternative funding sources.

FY22 Allocation	FY23 Allocation	FY24 Allocation	Total
\$60,000	\$0	\$0	\$60,000

### Fire Engine

The purchase of new apparatus (Engine) to replace the current in-service reserve apparatus that has exhausted its usable life. This request includes costs related to design, construction, travel to the factory for all key stages of construction and equipment installation. The apparatus will consist of a crew cab, and a minimum of 380 hp diesel engine, 500-gallon water tank, foam system, 1250 gallons per minute pump, automatic transmission, 4 cross lay hose bays, and a complete complement of ground ladders.

The City is expecting to receive CDBG funding for a portion of the Engine. Staff continues to work with Maricopa County staff regarding potential CDBG funding from HUD for the new fire engine. The County has not received an update the new fiscal year funding allocation and is still working with other municipalities within the CDAC to determine how much funding will be returned from current projects. These factors will determine the amount of funding El Mirage will be eligible to receive. Because this is a one-time purchase, applying for additional grants would delay receipt of the truck.

Any purchase or negotiation of the fire truck purchase prior to the receipt of a CDBG award would void the award.

FY22 Allocation	FY23 Allocation	FY24 Allocation	Total
\$0	\$800,000	\$0	\$800,000



**REQUEST FOR COUNCIL ACTION**

<b>DATE SUBMITTED:</b> 09/23/2021	<b>TYPE OF ACTION:</b> Resolution	<b>SUBJECT:</b> Public hearing, closure of public hearing, followed by consideration and action to approve Resolution R 21-10-24 authorizing the City to submit a grant application to Maricopa County Community Development Division (MCCD) for FY2022-23 Community Development Block Grant (CDBG) funds, and execute subsequent award agreements, to purchase a new fire truck and accessories, and authorize Finance to make necessary budget transfers. (Grants/Fire) <b>Motion carried unanimously - (7/0)</b>
<b>DATE ACTION REQUESTED:</b> 10/05/2021		
<b>AGENDA SECTION:</b> Regular		

<b>TO:</b> Mayor and Council
<b>FROM:</b> Autumn Grooms, Grants and Special Programs Administrator

**RECOMMENDATION:**

Approve Resolution R 21-10-24 authorizing submittal of a CDBG application to MCCD for the FY2022-23 grant period, acceptance/execution of grant agreements, and authorize Finance to make necessary budget transfers.

**PROPOSED MOTION:**

I move to approve Resolution R21-10-24 as presented.

**BACKGROUND:**

The City is seeking a new Class A pumper fire truck with seating for six. The truck will have a 1500 gpm pump, 500 gallon water tank, and a compliment of ground ladders, hoses, appliances, tools, etc. as required by NFPA. Radio and communications equipment will be installed after receiving the apparatus. The pumper will have a diesel engine and automatic transmission with a roof-mounted air conditioner and a climate-controlled unit for medication storage. The project is scalable based on funding availability. Approval will allow the City to apply for CDBG funding and accept the grant if funded. CDBG funding is administered by MCCD and scored by CDAC through competitive ranking.

**BUDGETED:** Yes  
**CIP:** Yes

**SUFFICIENT FUNDS:** Yes  
**MULTI-YEAR:** No

Fiscal Impact	
<b>AMOUNT REQUESTED:</b>	\$750,000
<b>FISCAL YEAR:</b>	FY22-23
<b>ACCOUNT TO BE CHARGED:</b>	149-4-1231-217

**Attachments**

[CDBG Resolution R21-10-24](#)

## RESOLUTION R21-10-24

### A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE MARICOPA COUNTY HUMAN SERVICES DEPARTMENT COMMUNITY DEVELOPMENT DIVISION (MCCD) FOR FY 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, AND TO EXECUTE SUBSEQUENT AWARD AGREEMENTS

**WHEREAS**, the Maricopa County Community Development Division is an authorized entitlement manager for the U.S. Department of Housing and Urban Development (HUD) funds issued to cities with a population under 50,000 in Maricopa County, Arizona; and

**WHEREAS**, the City of El Mirage has a population under 50,000 and qualifies to apply for community development improvement funding through the Maricopa County Community Development Division, as part of the Urban County; and

**WHEREAS**, the purpose of CDBG funding is to make community development improvements primarily to benefit low to moderate income populations;

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and City Council of El Mirage, in Maricopa County, Arizona, that the City is hereby authorized to submit an application for Maricopa County CDBG funds for:

#### El Mirage Fire Truck \$750,000

- A. The application to be submitted for the FY2022-23 Community Development Block Grant (CDBG) funds includes the purchase of a Class A Pumper.
- B. The City Manager or the designee of the City Manager is authorized to sign applications, revise the grant proposal or grant amount, withdraw an application, pay application fees, execute Management Implementation Agreements (MIA), and other required documents.

**PASSED AND ADOPTED** this 5<sup>th</sup> day of October, 2021.

  
\_\_\_\_\_  
Alexis Hermosillo, Mayor

ATTEST:

  
\_\_\_\_\_  
Sharon, Antes, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Justin Pierce, City Attorney

INTERGOVERNMENTAL AGREEMENT  
FOR SERVICES BETWEEN  
MARICOPA COUNTY  
ADMINISTERED BY ITS  
HUMAN SERVICES DEPARTMENT  
AND  
CITY OF EL MIRAGE

Contract Number: C-22-23-049-X-00  
Contract Amount: \$319,840.00  
Contract Start Date: December 7, 2022  
Contract Termination Date: November 1, 2024  
ALN Number: 14.218 – Community Development Block Grant  
UEI #: N7NGSJEHMBP7

This Intergovernmental Agreement "Agreement" is entered into between the City of El Mirage ("Subrecipient") and Maricopa County, administered by its Human Services Department, ("County"). The Subrecipient and County are collectively referred to here as the "Parties" and individually as a "Party." The Subrecipient, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services contained in it. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth in this Agreement and in:

- Section 1 – General Provisions
- Section 2 – Special Provisions
- Section 3 – Work Statement
- Section 4 – Budget and Compensation
- Section 5 – Attachments

The Parties agree to the terms and conditions set forth in this Agreement. The Parties hereby authorized the undersigned to execute this Agreement on their behalf.

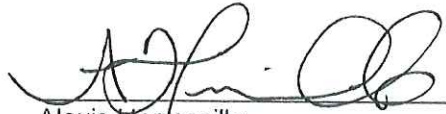
IN WITNESS, the Parties have approved and signed this Agreement:


APPROVED BY:

APPROVED BY:

THE CITY OF EL MIRAGE


MARICOPA COUNTY

  
Alexis Hermosillo  
Mayor  
Date 1/4/2023

  
Bill Gates  
Chairman, Board of Supervisors  
Date JAN 12 2023

Attested to:

Attested to:


  
Sharon Antes  
City Clerk  
Date 1/4/2023

  
Juanita Garza  
Clerk, Board of Supervisors  
Date JAN 12 2023

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF EL MIRAGE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Attorney for the Subrecipient      1/4/23      Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy County Attorney      1/11/23      Date

**SECTION 1**

**GENERAL PROVISIONS**



**Maricopa County  
Human Services Department**

**1.0 PURPOSE**

The Subrecipient shall purchase a Class A Pumper Fire Apparatus to serve the residents of the City of El Mirage. The County shall provide the Subrecipient with U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds for the provision of activities identified in Section 3 (Work Statement).

**2.0 TERM**

This Agreement shall commence and terminate on the dates listed on page 1 of this Agreement. This Agreement shall become effective upon approval and signature by both Parties.

**3.0 RENEWAL**

This Agreement may be renewed by a written amendment provided, however, that the Subrecipient is in full compliance with all terms and conditions of this Agreement. Under A.R.S. § 11-952, no renewal may exceed the duration of the previous agreement. The County shall notify the Subrecipient in writing of its intent to extend the Agreement term at least thirty (30) calendar days prior to the expiration of the original Agreement term, or any additional terms thereafter.

**4.0 AMENDMENTS**

All Amendments to this Agreement shall be in writing and signed by authorized signers for both Parties.

**5.0 ADMINISTRATIVE CHANGE ORDERS**

5.1 The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders. Administrative Change shall be approved and fully executed by the Chairman of the Board of Supervisors and the Subrecipient. Administrative Change Orders may address any of the following areas:

- 5.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
- 5.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;
- 5.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and
- 5.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies or requirements.

5.2 It is the responsibility of the Subrecipient to ensure the latest documents are consulted and followed.

**6.0 EFFECT**

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, the Compensation Provisions shall control. Nothing in this Agreement shall operate to increase the Operating Budget without a written amendment to this Agreement.

**7.0 TERMINATION**

- 7.1 Under A.R.S. § 38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County is at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County from any other party to this Agreement arising as the result of this Agreement. A cancellation notice made under this section shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.
- 7.2 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the County under the Availability of Funds provision). The notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth on page 1 of this Agreement.
- 7.3 The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or the Subrecipient's noncompliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement will terminate upon the expiration of the Term of this Agreement stated on page 1 of this Agreement.
- 7.4 In accordance with 2 C.F.R. §§ 200.340, *et seq.*, the County may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement or if the Subrecipient fails to maintain a good-faith effort to carry out the purpose of this Agreement.
- 7.5 The Parties may terminate this Agreement for convenience in accordance with 2 C.F.R. § 200.340. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

**8.0 DEFINITIONS**

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

- 8.1 **Administrative Manual** means the Community Development Block Grant and Community Development Advisory Committee Policy Manual, September 20, 2017, as may be revised, for the administration of CDBG grants.
- 8.2 **Assistance Listing Number (ALN)** means the Assistance Listing Number (ALN), formerly known as Catalog of Federal Domestic Assistance (CFDA), is related to Federal programs, projects, services, and activities that provide assistance or benefits to the American public.
- 8.3 **CDAC** means the Community Development Advisory Committee, which acts in an advisory capacity on matters concerning the Maricopa County Community Development Block Grant (CDBG) program, including funding recommendations, fair housing, and housing affordability issues affecting low/moderate-income people.
- 8.4 **Department** means the Maricopa County Human Services Department.
- 8.5 **Director** means the Director of the Maricopa County Human Services Department.

- 8.6 **Minority Business Enterprise (MBE)** means an entity which is majority owned or controlled by a socially and economically disadvantaged individual as described by Public Law. 95-507.
- 8.7 **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
- 8.8 **Subcontract** means any Agreement entered into by a Subrecipient with a third party for performance of any of the work or provision of any of the services covered by this Agreement.
- 8.9 **Subcontractor** means an entity funded through the Subrecipient to provide services required by the Work Statement.
- 8.10 **Subrecipient** means a public or private nonprofit agency, authority or organization, or an entity described in 24 C.F.R. 570.204 (c), to which a subaward is made and which is accountable to the recipient for the use of the funds provided.
- 8.11 **Unique Entity Identifier (UEI)** is a number issued by the System for Award Management (SAM) to identify businesses and other entities that do business with the federal government.
- 8.12 **Women's Business Enterprise (WBE)** means an entity in which a woman has majority ownership and control.

#### 9.0 GENERAL REQUIREMENTS

- 9.1 The terms of this Agreement shall be construed in accordance with Arizona law and applicable Federal laws and regulations of the United State Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
- 9.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
- 9.3 The Subrecipient is an independent contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the County.
- 9.4 The Subrecipient shall comply with the regulations prohibiting a conflict of interest. The Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in the Subrecipient's organization or with which the Subrecipient (or one of its directors, officers, owners, trust certificate holders, or relatives) has a substantial interest, unless the Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval, therefore.
- 9.5 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

#### 10.0 ASSIGNMENT AND SUBCONTRACTING

- 10.1 No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the County. The Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.
- 10.2 In accordance with 2 C.F.R. §200.331, the Subrecipient may make a "Subaward" as a pass-through entity for the purpose of carrying out a portion of the federal award and General Funds. The Subrecipient will make determinations classifying recipients of federal funds as a Subrecipient or a Subcontractor.

- 10.3 The Subcontractor's rate for the job shall not exceed that of the Subrecipient's rate, as bid in the pricing section, unless the Subrecipient is willing to absorb any higher rates, or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Subrecipient, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Subrecipient's invoice.

#### 11.0 AVAILABILITY OF FUNDS

- 11.1 The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Subrecipient, as provided in this Agreement, actually are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the Subrecipient fully informed as to the availability of funds.
- 11.2 If any action is taken by any federal, state, local agency, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with, this Agreement, then the Parties may amend, suspend, decrease, or terminate their obligations under, or in connection with, this Agreement. In the event of termination, the Parties shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Parties shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

#### 12.0 BUDGET ADJUSTMENTS

- 12.1 Any requests for reasonable budget adjustments shall be submitted ninety (90) calendar days prior to the Termination Date of this Agreement. Requests for financial adjustments to this Agreement shall be supported by appropriate documentation. If the County agrees to the budget adjustments, the County shall follow Paragraph 4.0 (Amendments) above.
- 12.2 The Subrecipient must receive prior written approval from the County to move funds from one budget line item to another. Budget adjustments that do not change the total Agreement amount may be documented by an Administrative Change Order approved and fully executed by the Chairman of the Board of Supervisors and the Subrecipient's authorized Representative as defined in Section 1 (General Provisions), Paragraph 5.0 (Administrative Change Orders). If a budget adjustment is necessary that either increases or decreases the Agreement amount, then the County shall follow Section 1 (General Provisions), Paragraph 4.0 (Amendments) of this Agreement to amend the Agreement.

#### 13.0 DISPUTES

- 13.1 Except as may otherwise be provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, which shall not exceed one hundred twenty (120) calendar days. Disputes which are not resolved in that time period shall be submitted in accordance with the following formal dispute resolution process.
- 13.2 Notice of the specific grounds of a dispute shall be in writing and filed with the County Representative listed in Section 3 (Work Statement), Notices paragraph, within ten (10) business days from the date the Subrecipient knew or should have known of the basis of the dispute.

- 13.3 The County Representative shall respond in writing to the Subrecipient within fourteen (14) business days. The decision of the County Representative shall be final and conclusive unless, within seven (7) business days after the date the SUBRECIPIENT is served with the decision, the Subrecipient files a written notice of appeal with the Human Services Department Director.
- 13.4 The Department Director shall provide the Subrecipient with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.
- 13.5 Pending a final decision of the Director, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the County Representative's decision.

**14.0 SEVERABILITY**

Any provision of this Agreement that is determined to be invalid, void, or illegal by a court shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

**15.0 STRICT COMPLIANCE**

The County's acceptance of the Subrecipient's performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

**16.0 AUDIT REQUIREMENTS**

- 16.1 In accordance with A.R.S. § 9-481, the Subrecipient shall, at its own expense, file with the County by March 31st of each Agreement year, either:
- 16.1.1 Audited financial statements prepared in accordance with federal single audit requirements; or
- 16.1.2 Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant; or
- 16.1.3 A Comprehensive Annual Financial Report, prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

**17.0 SINGLE AUDIT ACT REQUIREMENTS**

The Subrecipient is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq.*). The Subrecipient shall comply with 2 C.F.R. 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The Subrecipient shall take corrective actions within six (6) months of the date of receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by HUD or the County that the Subrecipient is not in compliance with the audit requirements.

**18.0 AUDIT DISALLOWANCES**

- 18.1 The Subrecipient shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit in the amount of the disallowance. Court costs and attorney and expert fees incurred

will be specifically identified as applicable to the recovery of the disallowed costs in question.

- 18.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

#### **19.0 SUSPENSION OF WORK**

The County may order the Subrecipient, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the County determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Subrecipient. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Agreement.

#### **20.0 STOP WORK ORDER**

20.1 The County, at any time, by written order to the Subrecipient, require the Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 calendar days after the order is delivered to the Subrecipient, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Subrecipient, or within any extension of that period to which the Parties shall have agreed, the County shall either:

20.1.1 cancel the stop work order; or

20.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this Agreement.

20.2 The County may make an equitable adjustment in the delivery schedule and/or agreement price, and the agreement shall be modified, in writing, accordingly, if the Subrecipient demonstrates that the stop work order resulted in an increase in costs to the Subrecipient.

#### **21.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE**

21.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.

21.2 This Agreement may be immediately terminated by the County if the Subrecipient defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Subrecipient's ability to perform any of its obligations under this Agreement. The County reserves the right to have service provided by persons other than the Subrecipient if the Subrecipient is unable or fails to provide required services within the specified time frame in the work statement.

21.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or

termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:

- 21.3.1 Non-performance of any obligations required by this Agreement.
  - 21.3.2 Noncompliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives.
  - 21.3.3 Unauthorized expenditure of funds.
  - 21.3.4 Improper disposition of program income.
  - 21.3.5 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB Uniform Guidance 2 C.F.R. § 200.
  - 21.3.6 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 21.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Subrecipient shall, without intent to limit or with restrictions, be subject to the following:
- 21.4.1 All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
  - 21.4.2 Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
  - 21.4.3 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under Agreement or rule.
  - 21.4.4 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
  - 21.4.5 The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

## **22.0 COMPETITIVE BID REQUIREMENTS**

- 22.1 If the Subrecipient is authorized to purchase supplies and equipment itemized in the Agreement for utilization in the delivery of contract services, Subrecipient shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one (1) year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

- 22.2 Subrecipient's own bidding procedures shall govern, as long as the procurement practices comport with federal law.
- 22.3 The Subrecipient shall maintain an accessible written procurement manual.

### **23.0 PROPERTY**

- 23.1 Any County property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County, and title to all such property shall revert to the County upon the expiration or termination of this Agreement. The costs to repair such property are the responsibility of the Subrecipient within the limits budgeted in this Agreement.
- 23.2 Any Subrecipient property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Subrecipient. Repair costs of such property shall be the responsibility of the Subrecipient.
- 23.3 The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

### **24.0 NON-LIABILITY**

The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions shall not be liable for any act or omission by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, agencies, boards, commissions, or Subcontractors occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions be liable for purchases, Subcontract, or agreements made by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, agencies, boards, commissions, or subcontractors in connection with this Agreement.

### **25.0 RECIPROCAL INDEMNIFICATION**

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

### **26.0 INSURANCE**

- 26.1 The Subrecipient as a public entity is exempt from the Insurance requirements but shall provide a Certificate of Insurance.
- 26.1.1 The District shall ensure the Insurance thresholds are met:
- 26.1.1.1 Commercial Umbrella a limit of no less than \$2,000,000 for each occurrence;
  - 26.1.1.2 General Aggregate Limit \$4,000,000; and
  - 26.1.1.3 Workers' Compensation a limit of no less than \$1,000,000 for each accident.

**27.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of this Agreement. The provision applies to work performed by Subcontractors at all tiers.

**28.0 TECHNICAL ASSISTANCE**

The County will provide reasonable technical assistance to the Subrecipient to assist in complying with state and federal laws, and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

**29.0 STAFF AND VOLUNTEER TRAINING**

The County may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the County.

**30.0 CLEAN AIR ACT**

If the total face value of this Agreement exceeds \$100,000, the Subrecipient agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

**31.0 LOBBYING**

31.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient 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 agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

31.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

**32.0 RELIGIOUS ACTIVITIES**

The Subrecipient agrees that none of its costs and none of the costs incurred by the Subrecipient or any of its Subcontractors will include any expense for any religious activities.

**33.0 POLITICAL ACTIVITY PROHIBITED**

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

**34.0 COVENANT AGAINST CONTINGENT FEES**

The Subrecipient warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

**35.0 CONFIDENTIAL INFORMATION**

35.1 Any information obtained in the course of performing this Agreement may include information that is proprietary or confidential to the County. This provision establishes the Subrecipient's obligation regarding such information.

35.2 The Subrecipient shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement, or as required by the Arizona Public Records Act. The Subrecipient's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Agreement, the County determines that the procedures and controls in place are not adequate, the Subrecipient shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

35.3 Any requests to the Subrecipient for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

**36.0 SAFEGUARDING OF PARTICIPANT INFORMATION**

36.1 The Subrecipient shall observe and abide by all applicable State of Arizona and federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contracted services. To the extent permitted by law, the Subrecipient shall release information to the County, Department, Attorney General's Office, or other designated agency as required by the County by the terms of this Agreement or by law.

36.2 The Subrecipient shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. §§ 41-161, *et seq.* The Department will advise the Subrecipient as to applicable policies and procedures adopted for such compliance.

36.3 The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

**37.0 RIGHTS IN DATA**

The Parties shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each

Party shall supply to the other Party, upon request, any such available information that is relevant to this Agreement and to the performance under it.

### **38.0 COPYRIGHTS**

If this Agreement results in a book or other written material, then the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

### **39.0 AGREEMENT COMPLIANCE MONITORING/AUDITING**

39.1 The County will monitor the Subrecipient's compliance with, and performance under, the terms and conditions of this Agreement and the applicable federal regulations promulgated by HUD and Maricopa County. On-site visits for compliance monitoring may be made by the County and its grantor agencies (or both the County and its grantor agencies) at any time during the Subrecipient's normal business hours, announced or unannounced. For auditing purposes, the County shall provide the Subrecipient with 30-days' advance notice of any proposed on-site visit. During an on-site visit, the Subrecipient shall make all of its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.

39.2 The County shall request information for fiscal monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200, to include:

39.2.1 Financial Management 2 C.F.R. § 200.302

39.2.2 Internal Controls 2 C.F.R. § 200.303

39.2.3 Bonds 2 C.F.R. § 200.304

39.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305

39.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306

39.2.6 Program Income 2 C.F.R. § 200.307

39.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308

39.2.8 Modifications to Period of Performance 2 C.F.R. § 200.309

39.2.9 Insurance Coverage 2 C.F.R. § 200.310

39.2.10 Record Retention and Access 2 C.F.R. §§ 200.334 – 200.338

39.2.11 Procurement Standards 2 C.F.R. § 200.318

39.2.12 Indirect Costs 2 C.F.R. § 200.414

39.2.13 Compensation-Personal Services 2 C.F.R. § 200.430

39.2.14 Audit Requirements 2 C.F.R. §§ 200.501-200.517

### **40.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS**

40.1 The Subrecipient shall, during the term of this Agreement, within 15 business days from acceptance, inform the County Representative in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the Subrecipient to notify the Department County of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.

40.2 The County Representative may request, and the Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of all such other agreements or grants, when, in the opinion of the County Representative, the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.

40.3 If the County Representative determines that the award to the Subrecipient of such other agreements or grants has affected the costs being paid or reimbursed under this Agreement, then the County Representative shall prepare an amendment to this Agreement affecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" paragraph of this Agreement.

**41.0 MINIMUM WAGE REQUIREMENTS**

The Subrecipient warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of 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 U.S.C. §§ 201, *et seq.*), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

**42.0 RECOGNITION OF COUNTY SUPPORT**

The Subrecipient shall give recognition to the County and the funding source for its support when the Subrecipient publishes materials or releases public information that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

**43.0 GRIEVANCE PROCEDURE**

The Subrecipient shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the Subrecipient's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the County if the grievance is not satisfied at the Subrecipient's level. This system shall include protest procedures for decisions related to contract awards and requests for reasonable accommodations for persons with disabilities.

**44.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS**

44.1 Subrecipient agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website:

<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1>

which is hereby incorporated into this Agreement as if set forth in full herein. In connection with any service or other activity under this Agreement, Subrecipient shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.

44.2 The Subrecipient, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all of its Subcontracts. Refer to Paragraph 21.0, (Default and Remedies for Noncompliance).

**45.0 EQUAL EMPLOYMENT OPPORTUNITY**

45.1 The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

- 45.2 The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 45.3 The Subrecipient shall and shall cause its Subcontractors to comply with:
- 45.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);
  - 45.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);
  - 45.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);
  - 45.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and
  - 45.3.5 Arizona Executive Order 2009-09, as amended, *et seq.* which mandates that all persons shall have equal access to employment opportunities.

#### 46.0 DISABILITY REQUIREMENTS

The Subrecipient agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

#### 47.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, 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 C.F.R. § 200, *et seq.*

#### 48.0 FINANCIAL MANAGEMENT

- 48.1 The Subrecipient agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 48.2 The Subrecipient shall comply with accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations.
- 48.3 The Subrecipient shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disposed of in a manner specified by the County in accordance with applicable state and federal regulations.
- 48.4 The Subrecipient shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, then it shall be in accord with generally accepted accounting principles.

**49.0 RETENTION OF RECORDS**

- 49.1 This provision applies to all financial and programmatic records, supporting document, statistical records, and other records of the Subrecipient that are related to this Agreement.
- 49.2 The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and state auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy, and make use of any and all of the records.

**50.0 ADEQUACY OF RECORDS**

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, then the Subrecipient shall reimburse the County for the services not supported and documented.

**51.0 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS**

- 51.1 By entering into the Agreement, the Subrecipient warrants compliance with the Federal Immigration and Nationality Act (FINA using E-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Subrecipient shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to Maricopa County upon request. These warranties shall remain in effect through the term of the Agreement. The Subrecipient and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Agreement and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer. I-9 forms are available for download at [USCIS.GOV](http://USCIS.GOV).
- 51.2 The County retains the legal right to inspect Subrecipient and subcontractor employee documents performing work under this Agreement to verify compliance with paragraph 51.1 of this Section. Subrecipient and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Subrecipient or any of its subcontractors are not in compliance, the County will consider this a material breach of the Subrecipient and may pursue any and all remedies allowed by law, including, but not limited to; suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Subrecipient. All costs necessary to verify compliance are the responsibility of the Subrecipient.

**52.0 DRUG FREE WORKPLACE ACT**

The Subrecipient agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that subrecipients and grantees of federal funds must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

**53.0 EMPLOYMENT DISCLAIMER**

- 53.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
- 53.2 The Parties agree that no individual performing under this Agreement on behalf of the Subrecipient is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.
- 53.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a Subrecipient agent, employee, or representative and that no rights of the Subrecipient civil service, the Subrecipient retirement, or the Subrecipient personnel rules shall accrue to or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend and hold harmless the Subrecipient with respect thereto.

**54.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION**

- 54.1 The Subrecipient, by signing this Agreement, represents that he/she has the authority to bind the Contractor to the terms of this Certification. The Subrecipient, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:
- 54.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency or any state, or local jurisdiction;
- 54.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for (1) the 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; (2) the violation of any federal or State antitrust statutes or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 54.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 54.1.2 above; and
- 54.1.4 Have not, within a three-year period preceding this Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 54.2 The Subrecipient agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

**55.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**

- 55.1 The Subrecipient agree that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on the Subrecipient employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;
- 55.2 The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 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
- 55.3 The Subrecipient shall insert the substance of this clause, including this Paragraph 55.0, in all subcontracts over the simplified acquisition threshold (\$250,000 as of June 2021).

**56.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01**

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

**57.0 SURVIVAL**

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

**58.0 FORCE MAJEURE**

- 58.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.
- 58.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 58.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

**59.0 SYSTEM FOR AWARD MANAGEMENT**

The Subrecipient shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or [SAM.gov](https://sam.gov). Documentation of the UEI Number must be included in all project files.

SECTION 2  
SPECIAL PROVISIONS



Maricopa County  
Human Services Department

**1.0 STANDARDS**

The Subrecipient shall perform the work and provide the services as identified in the Work Statement and shall immediately notify the Department whenever the Subrecipient is unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The Subrecipient acknowledges that any inability to perform the work and provide the services, or comply with the standards set forth in, this Agreement may subject the Subrecipient to the remedies provided in Section 1 (General Provisions), Paragraph 21.0, (Default and Remedies for Noncompliance).

**2.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS**

- 2.1 This Agreement and the Parties to it, are subject to all applicable federal, state, or local laws, rules, and regulations. The Subrecipient shall ensure compliance, and the Subrecipient shall comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement. Refer to Paragraph 21.0, (Default and Remedies for Noncompliance) in the General Provisions.
- 2.2 The Subrecipient shall comply with requirements of the Housing and Urban Development Equal Access Rule at 24 C.F.R. Part 5, Final Rule 5863, to ensure equal access to housing and services regardless of gender identity.

**3.0 PROGRAM INCOME**

- 3.1 All income received from project activities funded by this Agreement, shall be considered program income and subject to the requirements set forth in CDBG Program regulations. Program Income includes, but is not limited to:
  - 3.1.1 sales/lease returns on investment; and
  - 3.1.2 payments of principal and interest on loans.
- 3.2 Program Income received by the Subrecipient shall be tracked and returned to the County as follows:
  - 3.2.1 program income shall be tracked by the Subrecipient and accounted for in a separate fund or account;
  - 3.2.2 documentation supporting the amount of program income received shall be submitted quarterly with the quarterly progress report; and
  - 3.2.3 all program income shall be submitted at the end of each fiscal year, June 30th with a program income log that states program income received during the year.
- 3.3 Program income that is received after at the end of this Agreement shall be sent to the County in accordance with 24 C.F.R. § 92.503 within 30 days of receipt.

**4.0 ACCEPTANCE OF FUNDS**

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

**5.0 ADMINISTRATIVE REQUIREMENTS**

- 5.1 Accounting Standards - The Subrecipient agrees to comply and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).

- 5.2 Procurement - All procurement completed under this Agreement shall comply with the requirements at 2 C.F.R. Part 200, Subpart D, Procurement Standards. The Subrecipient may utilize their own procurement system that meets or exceeds the requirements in 2 C.F.R. 200 Subpart D. The Subrecipient shall maintain an accessible policy adopting 2 C.F.R. 200 Subpart D or a written procurement manual.
- 5.3 Repayment of Funds – The Subrecipient agrees to repay funds provided under this Agreement for noncompliance with the terms of this Agreement. Repayment shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. The County may specify in writing, the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or alternative terms be accomplished later than sixty (60) calendar days following the written determination of noncompliance by the County.
- 5.4 Documentation and Record Keeping - The Subrecipient shall comply with the following record keeping requirements:
- 5.4.1 Records to be maintained - The Subrecipient shall maintain all records required by the federal regulations specified in 24 C.F.R. Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
- 5.4.1.1 Records providing a full description of each activity undertaken;
- 5.4.1.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program, including HUD required revisions that may be released after this Agreement has been executed;
- 5.4.1.3 Records required for determining the eligibility of activities;
- 5.4.1.4 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance (Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 C.F.R. Part 570.505, as applicable);
- 5.4.1.5 Records that demonstrate citizen participation;
- 5.4.1.6 Records that demonstrate compliance regarding acquisitions, displacement, relocation, and replacement housing;
- 5.4.1.7 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- 5.4.1.8 Financial records as required by 24 C.F.R. Part 570.502, 2 C.F.R. § 200, and OMB Circulars;
- 5.4.1.9 Other records necessary to document compliance with Subpart K of 24 C.F.R. § 570;
- 5.4.1.10 Records documenting compliance with Section 3 of the Housing Development Act of 1968; and
- 5.4.1.11 Records documenting all procurement decisions and processes, including but not limited to quotes, bids, proposals, and bidder lists.
- 5.4.2 Public Facilities - Records that demonstrate continuing ownership and eligible use of facility according to CDBG regulations.
- 5.4.3 Outcome Measures – The Subrecipient shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.

- 5.4.4 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all requirements have been met. In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.
- 5.4.5 Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.
- 5.4.6 Client Data - The Subrecipient shall maintain client data:
  - 5.4.6.1 Demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and
  - 5.4.6.2 Required to meet reporting requirements including client race and ethnicity, and a description of the service(s) provided.
- 5.4.7 Property Records - The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.
- 5.4.8 Audits and Inspections - All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, their designees, or the federal government, at any time during normal business hours, as often as the County deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports must be addressed by the Subrecipient within 45 calendar days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments.
- 5.4.9 The Subrecipient hereby agrees to have an Annual Audit conducted in accordance with Maricopa County Human Services' Admin Manual – Community Development. The Annual Audit requirement is applicable regardless of the amount of funding received by Subrecipients via this Agreement.
- 5.4.10 Continuing Use Requirements - If the activity is a public facility, the Subrecipient shall provide the County, on an annual basis, a Certificate of Use Statement certifying that the facility is being used to meet a national objective and eligible activity.
- 5.5 Performance Monitoring - The County shall monitor the Subrecipient to determine if CDBG -funded activities are implemented and administered in accordance with this Agreement and all applicable federal requirements and gauge performance of the Subrecipient against goals and performance standards required in this Agreement. The Subrecipient will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring. Failure of Subrecipient to administer, implement and perform as determined by federal regulations and County policies shall constitute non-compliance with this Agreement and is subject to the Default and Remedies for Noncompliance provided in this Agreement.

- 5.6 Subcontracts
- 5.6.1 Approvals - The Subrecipient shall not commit to any pre-contract costs or enter into any Subcontract(s) with any agency or individual in the performance of this Agreement without the Notice to Proceed from the County. Execution of construction Subcontracts may not occur until a letter stating the Subrecipient is not on the debarred list is received from the County.
  - 5.6.2 UEI Number: All Subcontractors shall have a valid UEI number and an active profile in the federal System for Award Management (SAM).
  - 5.6.3 Selection Process - The Subrecipient shall insure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all Subcontracts shall be forwarded to the County along with documentation, if requested, concerning the selection process.
  - 5.6.4 Section 3 of the Housing and Urban Development Act of 1968 - The Subrecipient shall include the Section 3 clause in Subcontracts, as required, and shall take appropriate action under the Subcontract upon a finding that the Subcontractor is in violation of regulations issued by HUD/County. The Subrecipient shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 75 Subpart C.
  - 5.6.5 Agreement Monitoring - The Subrecipient shall monitor/review all Subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in the Progress Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.
  - 5.6.6 Noncompliance by Subcontractor(s) may lead to default of this Agreement and subject the Subrecipient to the Default and Remedies for Noncompliance provisions of this Agreement.

## 6.0 POLICY/ADMINISTRATIVE MANUALS USE

By executing this Agreement, the Subrecipient acknowledges receipt of and agrees to be familiar with and comply with the policies/procedures established in the most recent Administrative Manual, dated September 20, 2017, as may be revised.

## 7.0 ENVIRONMENTAL CONDITIONS

- 7.1 Notwithstanding any provision of this Agreement, the Parties agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 C.F.R. Part §58. The Parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.
- 7.2 The Subrecipient agrees to comply with: The National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 C.F.R. Parts 1500 - 1508, Environmental Review Procedures for Title I of the Community Development Block Grant program pursuant thereto Title 24 C.F.R. Part 58, Subpart A; and with all conditions required in the process of the environmental assessment. An Environmental Review Record (ERR) shall be completed before taking any physical action on a site or entering into Agreements. If federal funds are involved in an activity, then neither federal

nor non-federal funds may be expended or committed by Agreement (conditional or not) for activities related to this project including design work, until the County provides written authorization based on approval of an ERR.

- 7.3 Air and Water - The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
- 7.3.1 Clean Air Act, 42 USC § 7401, et seq., as amended.
  - 7.3.2 Federal Water Pollution Control Act, as amended, 33 USC § 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.
  - 7.3.3 Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
  - 7.3.4 The Subrecipient agrees to comply with conditions set forth by the Air Quality Department or other County agency, as required.
- 7.4 Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. (In the case of housing, the homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.).
- 7.5 Historic Preservation - The Subrecipient agrees to 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 C.F.R. Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older, or that are listed or eligible for the National Register of Historic places or included on any state or local historic property inventory or any archaeological findings.
- 7.6 Notice to Proceed (NTP) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and NTP shall rest with the County. It is the responsibility of the Subrecipient to notify the County, and to refrain from making any commitments and expenditures on a site until a Notice to Proceed has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

#### **8.0 TIMELY IMPLEMENTATION**

The Subrecipient agrees that timely implementation of the activity is essential. Subrecipient agrees that implementation of activities including design/development or construction (or both) shall commence not later than 90 calendar days after the execution of this Agreement. If the 90-day commencement date is not met, or whenever a Subrecipient's implementation of an activity lags the contractual activity schedule by 90 calendar days or more, the Subrecipient shall be required to submit to the Assistant Director or their designee a written statement to CDAC describing the reasons for failure to implement the activity within the stipulated time frame. The Subrecipient shall allow the County to provide technical assistance if the project is more than 90 calendar days behind

schedule. In addition, the Subrecipient must present a corrective action plan that ensures timely implementation, as provided for in the Administrative Manual. Failure to implement the activity in a timely manner shall be considered ineffective use of funds as well as a material failure to comply with all terms of the award of this Agreement and shall be considered cause for termination of this Agreement.

#### **9.0 ACTIVITY COMPLETION**

Upon the final payment to the Subrecipient by the County, the activity shall be considered complete. Upon completion of the Work Statement, all unspent CDBG resources shall be returned to the CDBG unprogrammed funds account. The Subrecipient shall continue to be responsible for compliance activities for the life of the assisted activity. The close-out letter generated by the County shall detail these responsibilities and shall be sent to the Subrecipient. The Subrecipient agrees to comply with the stipulations in the close-out letter that addresses responsibilities after the close of an activity.

#### **10.0 ADDITIONAL CERTIFICATIONS AND WARRANTIES**

10.1 The Subrecipient agrees that it undertakes hereby the same obligations as the County has undertaken to HUD pursuant to the Annual Action Plan and Certifications, with respect to this Agreement. The Subrecipient shall hold County harmless and indemnify it against any damage or other liability which County may incur with respect to HUD as a result of any failure on the part of Subrecipient to comply with the requirements of any such obligation. The Subrecipient shall be obligated to the requirements of this Agreement including the subparagraphs of this paragraph 10.1 and Section 5 Attachments, which include Certification for a Drug-Free Workplace (Attachment 1), Certification of Payments to Influence Federal Transactions (Attachment 2), and Specific CDBG Certifications (Attachment 3).

10.1.1 The Housing and Community Development Act of 1974 (P.L. 93-383) as amended by the Housing and Urban Rural Recovery Act of 1983 (P.L. 98-181), the Housing and Community Development Act of 1987 and the Cranston-Gonzalez National Affordable Housing Act (P.L. 101-625);

10.1.2 Regulations of the Department of Housing and Urban Development relating to Community Development Block Grants (Title 24, Chapter V, Part 570 of the Code of Federal Regulations (C.F.R.), commencing at Section 570.1);

10.1.3 Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended; Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended; Section 109 of the Title I of the Housing and Community Development Act of 1974 as amended; EXECUTIVE ORDER 11063, as amended; and any HUD regulations heretofore issued or to be issued to implement these authorities related to Civil Rights;

10.1.4 The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and regulations in 2 C.F.R. § 200.321 and of Section 281 of the National Housing Affordability Act;

10.1.5 Section 504 of the Rehabilitation Act of 1973 as amended and the Americans With Disabilities Act, of 1990;

10.1.6 Fair Housing Amendments Act of 1988;

10.1.7 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and the Uniform Relocation Act Amendments of 1987 (Title IV, P.L. 100-17, April 2, 1987 and regulations adopted to implement that Act pursuant thereto Title 24, C.F.R. Part 42 as amended;

- 10.1.8 The Architectural Barriers Act of 1969 (42 U.S.C. Section 4151-4157);  
The Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.);
- 10.1.9 Section 902 of the Housing and Community Development Amendments of 1978 (P.L. 95-557);
- 10.1.10 Executive Order 11246 and the regulations issued pursuant thereto (41 C.F.R. Chapter 60) relating to nondiscrimination in employment and contracting opportunities;
- 10.1.11 The Labor Standards Regulations set forth in 24 C.F.R., Part 570.603; the Davis-Bacon Act as amended; the provisions of Contract Work Hours and Safety Standards Act; the Copeland "Anti-Kickback" Act (40 U.S.C. § 276a-276a-5; 40 USC § 327 and 40 USC § 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request;
- 10.1.12 Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" pursuant to Title VI of the Civil Rights Act; and
- 10.1.13 The Drug-Free Workplace Act of 1988 as it applies to this activity.
- 10.2 The Subrecipient shall warrant and cause its Subcontractors to warrant that they are in compliance with immigration laws and regulations at A.R.S. §§ 41-4401 and 23-214.
- 10.3 Subrecipients that are government entities (including public agencies) shall comply with the requirements and standards of
  - 10.3.1 2 C.F.R. § 225, "Cost Principles for State, Local and Indian Tribal Governments," and
  - 10.3.2 2 C.F.R. § Part 200 including Subpart D – Post Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audits. Subrecipients that are non-profits shall comply with the requirements and standards of:
    - 10.3.2.1 2 C.F.R. Part 230, "Cost Principles for Nonprofit Organizations," or 2 C.F.R. 220, "Cost Principles for Educational Institutions," as applicable,
    - 10.3.2.2 OMB Circular A-134, "Financial Accounting Principles and Standards," and
    - 10.3.2.3 2 C.F.R. § Part 200 including Subpart D – Post Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audits. Audits shall be conducted annually.
- 10.3.3 It is the responsibility of the Subrecipient to ensure the latest documents are consulted and followed.
- 10.3.4 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior agreements, representations, statements and undertakings are hereby expressly cancelled.

**SECTION 3**

**WORK STATEMENT**



**Maricopa County  
Human Services Department**

**1.0 SPECIAL FEDERAL AND PROJECT PROVISIONS:**

- 1.1. Program Activity: The Subrecipient agrees to implement the activity fully as described in:
  - 1.1.1. This Work Statement in accordance with the terms of the 2020-2025 Five-Year Consolidated Plan,
  - 1.1.2. The 2022-23 Action Plan submitted by the County to HUD for funds to carry out the activity,
  - 1.1.3. The Subrecipient's application for funding, as approved by the Board of Supervisors,
  - 1.1.4. The Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with
  - 1.1.5. Any Cooperation Agreements between the Subrecipient and the County (as applicable).

**2.0 SCOPE OF WORK:**

- 2.1 Project Description: The Subrecipient shall purchase a Fire Apparatus (Class A Pumper).
- 2.2 Project Purpose: The purpose of this project is to replace the existing Fire Apparatus with a new one to serve the community.
- 2.3 Project Beneficiaries: The project will benefit the entire City of El Mirage and its residents.
- 2.4 Project Staff: The Subrecipient shall maintain staff qualified to perform the duties of the project. The Subrecipient shall immediately notify the County regarding any changes in staff committed to the CDBG project. The County reserves the right to review the qualifications of new staff committed to the CDBG project after the execution of this Agreement.
- 2.5 Subcontractors: The Subrecipient shall select Subcontractors in accordance with Administrative Requirement of this Agreement. The Subrecipient shall contract with responsible and qualified Subcontractors to perform the duties of the project. The Subrecipient shall verify the qualifications of each Subcontractor through license verification, references, and [SAM.gov](https://www.sam.gov).

**3.0 IMPLEMENTATION SCHEDULE:**

Activity	Start	End
Procurement research to determine appropriate purchasing method	Dec. 7, 2022	Dec. 31, 2022
HUD/CDBG review of purchasing contract	Nov. 15, 2022	Dec. 31, 2022
City Council purchasing contract and grant award contract approval	Dec. 7, 2022	Dec. 31, 2022
Equipment Delivery	Jan. 15, 2023	Aug. 31, 2023

**4.0 NOTICES:**

For Maricopa County Human Services Department:

Shawn Pierce

Deputy Director

602-506-5006

[shawn.pierce@maricopa.gov](mailto:shawn.pierce@maricopa.gov)

234 N. Central Avenue, Third Floor, Phoenix, Arizona 85004

For City of El Mirage:

Autumn Grooms

623-876-2973

[agrooms@elmirageaz.gov](mailto:agrooms@elmirageaz.gov)

10000 N El Mirage Road, El Mirage, AZ 85335

Unless otherwise noted, all notices to a Party required or permitted under this Agreement shall be in writing to the persons at the addresses listed above.

SECTION 4

BUDGET AND COMPENSATION



Maricopa County  
Human Services Department

**1.0 BUDGET**

1.1	Activity	Budget	Program Year	Fiscal Year
	Purchase of a new Fire Apparatus (Class A Pumper)	\$319,840.00	PY2022	FY2023
	<b>Total</b>	<b>\$319,840.00</b>		

- 1.2 The County shall provide an amount not-to-exceed Three Hundred Nineteen Thousand Eight Hundred and Forty Dollars (\$319,840.00) subject to the terms of this Agreement and availability of funds. Funding is provided under ALN 14.218 U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds for Program Year 2022. This Agreement amount constitutes the County's entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

**2.0 COMPENSATION**

- 2.1 The County shall provide financial assistance in an amount not to exceed the amount listed on page 1 of this Agreement and subject to the terms of this Agreement and availability of funds.
- 2.2 The County shall reimburse the Subrecipient on a net "0" payments standard.

**3.0 METHOD OF PAYMENT**

- 3.1 The Subrecipient agrees to submit monthly reimbursement requests to County unless monthly expenditures for the activity do not exceed One Thousand Dollars (\$1,000.00). County agrees to reimburse Subrecipient for actual allowable costs incurred, upon certification of Release of Funds and submittal by Subrecipient of an itemized statement of actual expenditures incurred, supported by back up documentation such as:
- 3.1.1 invoices and copies of checks showing payment of invoices and/or
  - 3.1.2 timesheets showing hours worked on eligible activities.
- 3.2 The Subrecipient shall submit to the County a Request for Reimbursement of all expenditures within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1st through June 30th and all Requests for Reimbursement shall be submitted no later than July 30th for the preceding fiscal year.
- 3.3 All requests for reimbursement shall be submitted to:  
[HSDFINANCE@MARICOPA.GOV](mailto:HSDFINANCE@MARICOPA.GOV).
- 3.4 Reimbursement by County is not to be construed as final in the event that HUD disallows reimbursement for the activity or any portion thereof. Funds not expended in implementing this CDBG activity or upon completion of the activity shall be returned to the CDBG unprogrammed funds account as provided by the Administrative Manual. Request for reimbursement must be made using the Request for Reimbursement form provided by the County.

**4.0 TIMELINESS**

The Subrecipient will submit Requests for Reimbursements to the County at least quarterly, provided Subrecipient has expended at least \$1,000.

**5.0 DISALLOWED COSTS**

- 5.1 The cost principles set forth in the Code of Federal Regulations, 48 C.F.R., Chapter 1, Subchapter e, Part 31 including later amendments and editions on file with the Arizona Secretary of State and incorporated by this reference, shall be

used to determine the allowability of incurred costs for the purpose of reimbursing costs under Agreement provisions that provide for the reimbursement of costs. Those costs that are specifically defined as unallowable in 48 C.F.R., Chapter 1, Subchapter e, Part 31 therein will not be submitted for reimbursement by the Subrecipient and may not be reimbursed with County funds.

- 5.2 The Subrecipient shall follow cost principles as outlined in Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200.

**6.0 FINAL REIMBURSEMENT UPON CONTRACT TERMINATION**

- 6.1 Upon termination of this Agreement, at the date identified on page 1 of this Agreement, or as may be amended, the Subrecipient shall submit the final reimbursement request.
- 6.1.1 This request shall be submitted no later than 30 calendar days after the termination date except as noted immediately below.
- 6.1.2 If the termination date is between June 10 and June 30, then the final reimbursement request shall be submitted by July 10.
- 6.1.3 The final progress report, and any other required reports that may be applicable, such as the program income report, shall be submitted with the final reimbursement request.

SECTION 5  
ATTACHMENTS



Maricopa County  
Human Services Department

ATTACHMENT 1

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

City of El Mirage

Applicant Name

City of El Mirage Fire Apparatus FY22/FY23

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

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

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the 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 under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), 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 paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above. Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.

El Mirage Fire Department, site of fire calls.

Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

J. Crystal Dyches

Title

City Manager

Signature

J. Crystal Dyches

Date

1/9/23

Form HUD-50070(3-58) ref. Handbooks 7417, 1, 7475, 13, 7485, 1 & 3

**ATTACHMENT 2**

**Certification of Payments  
to Influence Federal Transactions**

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 03/31/2020)

City of El Mirage

Applicant Name

City of El Mirage Fire Apparatus FY22/FY23

Program/Activity Receiving Federal Grant Funding

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 an 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an 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-L.L.L. 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 subawards at all tiers (including subcontracts, subgrants, 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 fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

J. Crystal Dyches

Title

City Manager

*J. Crystal Dyches*  
Signature

1/9/23  
Date (mm/dd/yyyy)

Previous edition is obsolete

Form HUD 50071 (01/14)  
ref. Handbooks 7417.1, 7475.13, 7495.1, & 7485.3

**ATTACHMENT 3**  
**Specific CDBG Certifications**

The Subrecipient certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 C.F.R. § 91.105.

**Community Development Plan** -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing and expand economic opportunities primarily for persons of low- and moderate-income. (See 24 C.F.R. Parts 91 and 570.)

**Following a Plan** -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Annual Action Plan may also include activities that the Subrecipient certifies are designed to meet other community development needs having an urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. Overall Benefit. The aggregate use of CDBG funds including Section 108 (See 24 C.F.R. Part 570, Subpart M) guaranteed loans during program year(s) 2018, 2019, 2020, and 2021 (a period specified by the Subrecipient consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low- and moderate-income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period; and
3. Special Assessments. It shall not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction shall not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a

source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

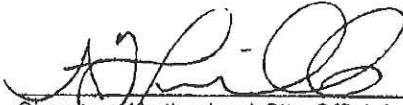
**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

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

**Lead-Based Paint** -- Its notification, inspection, testing, interim controls, and abatement procedures concerning lead-based paint shall comply with the requirements of 24 C.F.R. §570.608.

**Compliance with Laws** -- It shall comply with applicable laws.

  
 \_\_\_\_\_  
 Signature/Authorized City Official  
 Alexis Hermosillo  
 \_\_\_\_\_  
 Printed/Typed Name  
 City of El Mirage  
 \_\_\_\_\_  
 Subrecipient Name

1/4/2023  
 \_\_\_\_\_  
 Date  
 Mayor  
 \_\_\_\_\_  
 Title



---

To: AUTUMN GROOMS, COMMUNITY SERVICES MANAGER; VALERIE OJEDA,  
PROCUREMENT MANAGER; ROBERT WEDDIGEN, FINANCE DIRECTOR;  
AND NICK DEWIN, FINANCE MANAGER

FROM: CHRIS RICHARDSON, ASSITANT FIRE CHIEF

SUBJECT: PROCUREMENT METHOD UTILIZED FOR CDBG FIRETRUCK PURCHASE

DATE: January 31, 2023

To meet the procurement guidelines for the purchase of the approved fire engine, the Fire Department has identified a unit for purchase from HME Incorporated. HME Incorporated is providing the City of El Mirage pricing for this unit, in accordance with Sourcewell Cooperative pricing contract #113021. In selecting this unit, cost and availability were a priority. HME Incorporated was able to provide a unit with the shortest delivery time that meets the needs of the El Mirage Fire Department. The cost consideration was accommodated by using Sourcewell and the benefit provided by the value of cooperative purchasing.

If you have any questions, please feel free to contact me.



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