

**AGREEMENT BETWEEN THE CITY OF FLAGSTAFF
and
Community Assistance Teams of Flagstaff
for the
ENGAGE, EMPOWER, ELEVATE GRANT**

THIS AGREEMENT (the "Agreement") is made and entered into this ____ of _____, 20____, by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Community Assistance Teams of Flagstaff ("CATs"), an Arizona non-profit corporation (the "Grant Recipient"). In this Agreement, the City and Grant Recipient may be referred to individually as Party or collectively as the Parties.

RECITALS

- A. The Engage, Empower, Elevate Grant was created by the City Sustainability Section to address two challenges in our community: (1) the record high number of unsheltered community members, and (2) keeping Flagstaff litter free; and
- B. The City, through its Sustainability Section, is interested in providing grant funding to a community non-profit organization to create a program to employ those experiencing or at risk of homelessness in Flagstaff to abate litter within City limits; and
- C. After reviewing the project proposal, the City of Flagstaff Sustainability Section selected the Grant Recipient to receive the Engage, Empower, Elevate Grant; and
- D. The Parties are entering into this Agreement to establish the terms and conditions under which the Grant Recipient is a subrecipient of the Arizona Department of Housing - Homeless Service Grant Pilot: Engage, Empower, Elevate Program - Grant #126-23 in the amount of \$30,000 and the \$30,000 contribution from the City ("Grant Funds").

AGREEMENT

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

1. GRANT RECIPIENT'S PROJECT

- 1.1 Project Summary. Grant Recipient hereby agrees to receive the Engage, Empower, Elevate Grant and complete the project described in the Scope of Work attached as **Exhibit A** and incorporated by reference into this Agreement ("Project"). The Grant Funds will be used for general operational expenditures related to the Project's goals and objectives, which are detailed in the Scope of Work.
- 1.2 Project Timeframe. The Project must be completed within one (1) year of the Grant Funds being awarded. The one (1) year completion period may be extended by two (2) additional one (1) year terms upon the mutual written consent of the Parties pursuant to the requirements of this Agreement.
- 1.3 Changes to Scope of Work. Grant Recipient is being awarded the Grant Funds to implement the Project described in Grant Recipient's Proposal, and the City expects that Grant Recipient will use the Grant Funds to achieve the Project's described goals and objectives. No amendment(s) shall be made to the Project except by mutual written

consent of the Parties pursuant to the requirements of this Agreement. To obtain an amendment to the Agreement, Grant Recipient must submit a revised Agreement and/or Scope of Work with a written request for approval. If approved by the City, an amendment may be drafted and executed by duly authorized signatories before the amendment will become effective.

2. AMOUNT AND NATURE OF GRANT AWARD

- 2.1 Grant Amount. Subject to all of the terms, covenants, and conditions of this Agreement, the City will award Grant Recipient **thirty thousand dollars (\$30,000)** from the Arizona Department of Housing - Homeless Service Grant Pilot: Engage, Empower, Elevate Program - Grant #126-23 and a **thirty thousand dollars (\$30,000)** contribution from the City to implement the Project. Grant Recipient agrees to be responsible for all sums in excess of this amount necessary to complete the Project. Grant Recipient agrees to utilize the Grant Funds available under this Agreement to supplement rather than supplant funds otherwise available. Grant Recipient shall not use the Grant Funds received from the City in any other manner except as provided in this Agreement and the Grant Provisions attached as **Exhibit B**. Wrongful expenditure of the Grant Funds will constitute a breach of this Agreement and the City shall have the right to terminate this Agreement under the terms and conditions specified in this Agreement.
- 2.2 Grant Funds Disbursement. The City will disburse the Grant Funds as a one (1)-time payment in full to Grant Recipient. Disbursement of Grant Funds will be provided within thirty (30) days after the effective date of this Agreement.
- 2.3 Documentation of Expenses. Full documentation of eligible expenses must be provided within thirty (30) days following completion of the Project or termination of this Agreement. Copies of all eligible expense receipts totaling the grant award amount must be submitted in PDF format. If the total documented eligible expenses are less than the grant award amount, the unused funds must be returned to the City.
- 2.4 Limitations on Use of Funds. The Grant Funds may only be used to pay for expenses related to Project administration, as detailed in the Scope of Work. Grant funding CANNOT be used for any of the following:
 - a. To purchase land or buildings;
 - b. To match or augment other City-funded projects;
 - c. Project activities outside Flagstaff City limits;
 - d. Personal expenses of individuals employed by Grant Recipient;
 - e. Grant Recipient expenses not related to the Project.
- 2.5 Any Grant Funds spent on expenses unrelated to the Project will be deemed ineligible expenses and may require that Grant Recipient return the Grant Funds to the City pursuant to this Agreement. In the event that there is a conflict between the terms of this Agreement and the terms of the Grant Provisions identified in **Exhibit B**, the Grant Provisions shall prevail.

3. REPORTING

- 3.1 Monthly Reporting. Grant Recipient will provide monthly reports within five (5) working days of the last day of the month. Each monthly report must include the number of Project participants, number of hours worked by each participant, total pay received by each participant, and number of bags of trash and recycling collected. Grant Recipient will work cooperatively with the Community Stewards Program to report needs, successes, and challenges as they occur.
- 3.2 Final Report. A final report must be provided by the Grant Recipient within thirty (30) days following completion of the Project. The final report must include aggregate calculations of the information provided in prior monthly reports and photo or video documentation of the Project. A final report template will be provided.
- 3.3 City Council Presentation. Grant Recipient shall appear before the Flagstaff City Council to present its final report and participate in public outreach opportunities related to the Grant Funding. The presentation must highlight Project accomplishments, new partnerships, and challenges/difficulties faced.

4. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date set forth above and will terminate upon the City's acceptance of Grant Recipient's final report, unless terminated earlier as provided herein.

5. ADMINISTRATIVE REQUIREMENTS

- 5.1 Documentation and Record-Keeping. Grant Recipient shall maintain all records required by federal and state law that are pertinent to the activities to be funded under this Agreement.
- 5.2 Audits and Inspections. All of Grant Recipient's records, with respect to any matters covered by this Agreement, shall be made available to the City at any time during normal business hours, as often as the City or grantor agency deems necessary, unless otherwise protected by law. Failure of Grant Recipient to comply with the above audit and inspection requirements will constitute a violation of this Agreement.

6. INDEPENDENT ENTITY STATUS

Grant Recipient takes full responsibility for the Project and Project participants. Grant Recipient is an independent entity in the performance of its activities and functions. Grant Recipient and the City are not, and shall not, be considered partners or agents of each other and neither shall have the power to bind or obligate the other. Under no circumstances will the Project be considered a joint venture between the City and Grant Recipient. Grant Recipient's officers, employees, agents, and subcontractors shall not be considered as officers, employees, agents, or subcontractors of the City. Grant Recipient shall be responsible for any and all Project participant claims for Workers' Compensation benefits, or other claims by participants arising as a result of activities funded in whole or in part from the proceeds of this Agreement, and Grant Recipient shall hold the City harmless for any and all such claims.

7. UNFORESEEN DELAY IN PERFORMANCE

Grant Recipient shall not be considered in breach or default of its obligations to make satisfactory progress toward the completion of the Project if delay in the performance of such obligations is due to unforeseeable circumstances beyond its control. The time for performance may be extended for any period of the unforeseen delay, as determined by the City.

8. INSURANCE

8.1 Grant Recipient shall procure and maintain commercial general liability and workers' compensation insurance with the following minimum policy limits:

a. Commercial General Liability - Occurrence Form

General Aggregate	\$ 2,000,000
Products-Completed Operations Aggregate	\$ 1,000,000
Each Occurrence	\$ 1,000,000

b. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$ 500,000
Disease-Each Employee	\$ 500,000
Disease-Policy Limit	\$ 500,000

8.2 Minimum Requirements. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Grant Recipient from liabilities that might arise out of the performance of the Project, and Grant Recipient is free to purchase additional insurance as may be determined necessary.

8.3 Verification of Coverage. Grant Recipient shall furnish the City with Certificates of Insurance as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance. The Project name/description and the City contract number shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before Grant Recipient commences work.

8.4 Failure to Maintain. Each insurance policy required by this Agreement shall be in effect at or prior to execution of this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall be a material breach of Agreement.

9. DEFAULT/REMEDIES

In the event of any default or breach of this Agreement or any of its terms or conditions by either Party, such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach. Any established breach or default shall be remedied within fourteen (14) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the

default or breach is not cured or remedied within fourteen (14) days, the aggrieved Party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations. Notwithstanding the foregoing, in the event of a breach of any term of this Agreement by the Grant Recipient, the City, at its sole election and in addition to any other remedy, may immediately seek reimbursement of unused funds previously disbursed.

10. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

To the fullest extent permitted by law, Grant Recipient agrees to defend, indemnify, save, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses, including court costs, attorney's fees, and costs of claim processing, investigation, and litigation (hereinafter collectively referred to as "Claims") that arise out of any actual or alleged bodily injury to any person (including death) or property damage caused or alleged to have been caused, in whole or in part, by the acts, errors, omissions, or negligence of Grant Recipient or any of Grant Recipient's directors, officers, agents, employees, or volunteers in connection with or incident to this Agreement. This indemnity provision shall survive the termination, cancellation, or revocation, whether in whole or in part, of this Agreement.

11. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the Party to be notified, or to such other address, notice of which is given in accordance with this Section:

If to the City:
Emily Markel
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

If to the Grant Recipient:
Wendy White, Treasurer
C.A.T.s of Flagstaff
1124 Mountaineer Rd.
Flagstaff, AZ 86005
928-699-1786
cjcc2188@gmail.com

Copy to:

Steven Thompson
Volunteer & Event Coordinator
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
steven.thompson@flagstaffaz.gov

Copy to:

Stacey Brechler-Knaggs
Grants Contracts & Emergency Mgmt
Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
sknaggs@flagstaffaz.gov

12. NON-DISCRIMINATION

Grant Recipient shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status, and represents and warrants that

it complies with all applicable federal, state, and local laws and executive orders regarding employment.

13. COMPLIANCE WITH ALL LAWS

Grant Recipient shall comply with all City, State, and Federal laws and regulations, including the City of Flagstaff's Minimum Wage Ordinance (City Code Chapter 15-01).

14. GOVERNING LAW

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Arizona.

15. DISPUTE RESOLUTION

The Parties shall have the right to litigate any disputes that arise under this Agreement. Any litigation brought by a Party against another Party to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the Parties in connection with this Agreement, the prevailing Party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing Party.

16. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement may be terminated pursuant to the provisions of A.R.S. § 38-511.

17. NO ASSIGNMENT

This Agreement is not assignable Grant Recipient. Any attempt to do so shall render the assignment null and void and the Agreement may be terminated immediately by the City.

18. HEADINGS

The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

19. INTEGRATION; MODIFICATION

The Parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except as expressed in this Agreement, and that this Agreement constitutes the Parties' entire agreement with respect to the matters addressed. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded by and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for both Parties, and any such modification or amendment will become effective on the date so specified.

20. AUTHORITY TO CONTRACT

Each Party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder and has taken all required acts or actions necessary to authority the same.

IN WITNESS WHEREOF, the Parties acknowledge that they have read, understand, approve, and accept all of the provisions of this Agreement and the attached Exhibits.

Community Assistance Teams of Flagstaff D/B/A C.A.Ts of Flagstaff

Print name:_____

Title:_____

CITY OF FLAGSTAFF

Print name:_____

Title:_____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

Notice to Proceed issued:_____, 20__

EXHIBIT A
SCOPE OF WORK

Introduction

Community Assistance Teams of Flagstaff (“C.A.Ts”) is a 501(c)(3) and a registered Arizona Qualified Charitable Organization located in Flagstaff Arizona. Our geographic service area is the City of Flagstaff. The population we serve are unsheltered relatives. We use the term “unsheltered relatives” rather than “homeless” to denote our Indigenous philosophy that all five fingered creatures are related to each other. We also use the term to overcome stigmas and bias associated with the term “homeless.” Our mission is to reach out, engage, empower and transform the lives of our unsheltered relatives living on the streets of Flagstaff.

C.A.Ts was founded in August 2021 by Darrell Marks, an Indigenous community activist and winner of a 2021 JFK Profiles in Courage Award, and Wendy White, a local attorney with decades of experience representing indigent people in Flagstaff, to help fill gaps in the provision of services to unsheltered relatives in Flagstaff. Those gaps include: lack of mobile outreach, lack of culturally sensitive and appropriate services to Indigenous community members, lack of economic and self sufficiency opportunities, lack of alternative forms of housing and lack of safe sleeping options.

C.A.Ts is operated by a small but committed volunteer Board of Directors. The current Board includes:

Darrell Marks, Chair (Flagstaff High School, Native American Student Advisor)
Wendy White, Treasurer (Attorney)
Pam Jensen, Member (Workforce Specialist, Phoenix Indian Center-Flagstaff Site)
Joelle LeMer, Member (Director for the Center for Science Teaching & Learning, Northern Arizona University)
Tyler Cooper, Member (Graduate Student, NAU Physical Therapy Program)

Primary Authorized Contacts for EEE Program

Wendy White, Treasurer
928-699-1786
cjcc2188@gmail.com

Ms. White will be the primary contact for the EEE Program. She is responsible for the overall program design and implementation and for submission of monthly reports, compliance with contract terms and payroll and tax reporting requirements.

Before co-founding C.A.Ts, White founded Flagstaff Shelter Services in 2006 and was its de facto Executive Director for its first four years of operation. During the same time period, White was instrumental in establishing the Coconino County Criminal Justice Coordinating Counsel and was its first Coordinator.

White also has over twenty years of experience as a small business entrepreneur, extensive experience in a supervisory capacity and worked previously as the Department Director of the Coconino County Legal Defender’s Office. She received the Advocate of the Year Award in 2008 from the Arizona Coalition to End Homelessness. A copy of her C.V. is included with this proposal.

Darrell Marks, Board Chair/Interim Executive Director
928-600-8129
marksinthesand@gmail.com

Mr. Marks as the Interim Executive Director, will be responsible for oversight of the program supervisor and ensuring that outreach and hiring goals are met, participants are properly trained and safety protocols are being followed.

Marks, an indigenous Dine'/Navajo and the Native American Academic Advisor for Flagstaff High School, advocates for the rights of Indigenous peoples and works to meet the unmet needs of the Navajo and Hopi tribal communities. Marks, was awarded the 2021 JFK Profiles in Courage Award for his work coordinating deliveries of food and supplies to Navajo and Hopi families struggling during the pandemic. He also advocates for voting rights in the face of efforts to disenfranchise Native Americans; works to provide access to remote learning opportunities in tribal areas made even more isolated by COVID-19; and serves as a personal counselor and resource to students struggling with loss and depression.

P@W Program Supervisor
To be hired

C.A.Ts currently has one full time employee who acts as the Outreach Program Manager. With this proposal we anticipate hiring a separate supervisor for the P@W Program. The P@W Program Supervisor will be responsible for day to day operations of the program which includes supervising P@W participants, maintaining work logs, ensuring prospective applicants fill out applications and employment forms correctly, submitting payroll and operational information to the Treasurer, and paying wages to employees on a daily basis. The Supervisor will also assign participants to teams, assign routes, ensure that participants understand the rules and safety procedures, ensure litter is sorted between recycling and land fill and disposed of at waste receptacles to be agreed upon with the City.

Project Understanding

C.A.Ts was founded to do more than outreach. We have several other plans to engage with, and empower, our unsheltered community members. One of those is to develop a homeless business enterprise that works with chronically or long-term homeless individuals to take usable construction waste and pallets and upcycle, recycle and reuse those materials for sale to the public. The purpose of the business enterprise will be to create a self-sustaining program that provides income, creativity, social interaction and daily activities to people who have significant barriers to standard employment expectations.

That is why we were so pleased to be able to start the C.A.Ts' P@W (People @ Work) Program in September 2022 with the first EEE grant from the City of Flagstaff. The goals of the program are completely in line with the goals of C.A.Ts. Our philosophy is that people who are unsheltered suffer from more than a lack of housing. People who are unsheltered are disconnected and stigmatized by the larger community.

We believe that the path out of homelessness requires more than simply distributing money, goods and services to people in need. Although the housing first model is important to provide for the immediate safety needs of people who are unsheltered, human beings need more than housing to recover from homelessness: they also need social connection, pleasure, pride and

feelings of self-worth. Employment, however humble, can provide people with non-monetary, as well as monetary, needs.

The 2022 EEE grant was instrumental in our ability to start providing for those needs. With the 2022 grant we provided employment to 39 unduplicated, unsheltered persons over the course of the 4 month program. Some of them had not had employment in years. Several suffered debilitating mental illness and behavioral health issues. Some suffered physical ailments. All suffer social disconnectedness. All were happy to have an opportunity to be employed and a part of the community.

We allowed people to work up to 4 days per week and 3 hours per day. At a certain point during the program we had many more people showing up to work than we could accommodate. We developed a lottery system to make sure that everyone got a chance to work. But we also allowed people who were committed to work, to be on a schedule as long as they stayed sober while at work, showed up for their scheduled shift and worked with us to help them develop and achieve other personal goals.

We found that the majority of the people who we engage with want to work. Only a small percentage are not motivated to work. Unfortunately, the barriers to obtaining employment, even day labor, are often insurmountable.

People who are living unsheltered have no place to store their belongings during the day. With our program, we were able to let people leave their backpacks and bags safely on the bus. People who carry their belongings with them at all times suffer the loss of personal identification on a regular basis. We had several people who came to us without social security cards, or any government issued IDs. We were able to assist people to apply for new ID cards and SS cards, and learned that there is a 10 card lifetime limit on getting a social security card reissued.

This year we will be setting up a system to keep copies of identification papers electronically for those that would like us to. We are also developing more ways to assist people in obtaining replacement cards.

In the 4 month pilot project in 2022, our crews collected 522 bags of trash and 188 bags of recycling. Our slogan for the P@W program is "Love the Land. Lose the Litter."



We transported trash on the Outreach Bus at the end of every day to the pre-determined dumpster locations identified by the Sustainability Office as appropriate. This year if awarded

these funds, we will be getting a pick-up truck to transport trash, and to extend our collection efforts.



We also were able to return 6 abandoned shopping carts to Walmart and Sam's club where they belonged.



Our participants received many compliments from the community about their work. This gave them a sense of pride and greater involvement in the community. People in several of the neighborhoods that we were picking up litter in thanked our crew and told them that they noticed how much cleaner the area was. Others wanted to volunteer and were referred to the Sustainability Office for volunteer opportunities.

Project Approach

Community Assistance Teams of Flagstaff developed a unique mobile outreach program in 2022. We are the only general mobile outreach program for unsheltered persons in the City and the only mobile shower. Our approach is to park our Shower & Outreach Bus at different locations around the City, to connect with unsheltered persons where they are rather than expecting them to come to us. The Bus provides a very low barrier way for people in need to obtain services. Because we work with other agencies to hand out information on their behalf, we are able to expand their reach. We even invite other agencies to do their own outreach on the bus.

All persons served by C.A.Ts are unsheltered. Unsheltered means that they do not have a suitable place to live in Flagstaff or the means to obtain shelter. They may be staying at a local emergency shelter, in a vehicle not designed or suitable for habitation, or "in the rough."

In our first half year of operating the Outreach Bus, we engaged with at least 243 unduplicated persons experiencing homelessness, in over 624 encounters. We provided more than 160 showers, distributed clothing 242 times, gave hygiene items to 189 people, provided 478 sack lunches, were able to provide minor first aid to 9 people and made at least 58 successful referrals to other agencies.

Homelessness affects persons of color disproportionately. People who are experiencing homelessness and people of color are both groups who are underserved populations.

While all unsheltered relatives face significant barriers simply eking out an existence, Indigenous peoples suffer even more. The dual stigmas of homelessness and biased racial stereotypes coupled with cultural misunderstanding and historical trauma, leave Indigenous relatives even more disconnected from mainstream society, leading to a spiral of further rejection, a sense of hopelessness, bitterness and behavioral and mental health problems.

Although C.A.Ts provides services to all unsheltered relatives regardless of race or ethnicity, we have a strong focus on assisting Indigenous relatives. Flagstaff's population is 10% Native American but estimates from the City and Point in Time counts indicate that the percentage of unsheltered Native Americans is disproportionate to their percentage in the population, ranging from 38% to 50%.

Lack of economic opportunity and adequate housing on the Navajo and Hopi reservations drive people to urban areas, including Flagstaff. Unemployment on the Navajo Reservation is 48.5% and the average household income is just \$8,240. The unemployment rate on the Hopi Reservation is even higher; most recently 60% of Hopi residents were unemployed. Many of the unsheltered individuals we see on the Bus are seeking economic opportunities in Flagstaff.

Unfortunately, housing costs in Flagstaff are exorbitant and has only exacerbated the crisis of homelessness. People seeking work or other opportunities in Flagstaff often end up living on Flagstaff's streets and in our local shelters. While this program cannot fix all of Flagstaff's housing and employment problems it can contribute to the solution.

The P@W program is more than just an opportunity to earn a small income. Participants learn important skills including teamwork, goal setting, communication, and problem solving. For example, one day a team member was complaining that another team member wasn't keeping up. When reminded that they were to be working as a team and that a team is only as fast as its slowest member, the complaining member realized that he should be helping the slower member to carry her bags. Every time we saw him after that he commented that "a team is only as fast as its slowest member."

During the initial pilot we used the opportunity for employment as a carrot to engage with people experiencing homelessness and to develop relationships of trust. This year we will be increasing the engagement aspect of the program by helping interested participants create individualized life plans to help them overcome barriers to housing and employment. We plan to work with the NAU School of Social Work as well as other agencies to develop those plans.

Because we operate the P@W Program from the Outreach Bus we also continue to provide information regarding area service agencies and providers and make referrals as often as possible. We carry the COC Resource list, flyers and business cards from other agencies.

As to the conditions of employment, we operate as a day labor organization with a few differences from for-profit “temp” agencies. Unlike other day labor we do not operate on a first come first served basis. Like a temp agency we pay daily wages and the work is on a day to day basis.

Rather than looking at the participants qualifications, we simply require that a participant be experiencing homelessness and without any other regular source of income. This year we will also require participants to be Arizona residents. Our only other requirement is that they not be under the influence of any substance during working hours.

We consider a person to be unsheltered if they are staying at a local shelter, living in a car or involuntarily sleeping outside. If someone has another regular job or receives SSI, SSDI or had other regular sources of income, excluding non cash governmental assistance, they are not eligible for employment with the P@W program. One reason for this eligibility requirement is that earned income reduces some forms of government assistance on a dollar for dollar basis, one of the many unfortunate paradigms that persons in poverty and unsheltered must reckon with.

We paid wages last year in cash daily. This was not a safe situation and we will not be paying in cash. Instead we have set up a payment system through RapidPay PayCard.

The RapidPay PayCard is Mastercard Payroll Card that allows employers to directly deposit payroll to a card issued to the employee. The card holder employee can use their PayCard wherever Debit Mastercard is accepted and can get cash back at any register or at ATMs for free. The funds are available the same day that they are loaded onto the card by the employer.

We have already received our first batch of cards and taken the training to implement the system. Cardholders don’t need a bank account because RapidPay holds the funds on their behalf. Unlike cash, if the card is lost or stolen, the cardholder can obtain a replacement without losing their funds.

Participants are paid the Flagstaff minimum hourly rate (\$16.80 in 2023) plus a one-dollar per bag incentive. Participants work a 3 hour shift, starting at noon and ending at 3. The program operates 4 days a week and we do litter pick up in the area surrounding the Outreach Bus parking location of the day.

The day’s team of 4-5 people is chosen in one of two ways. People who have shown a desire to work regularly may be given a schedule and a shift may be reserved for them in advance. New people, or those who are more transient may show up at the Bus and ask to work for the day. We leave one to two spots open for new people. If there are more applicants than available spots on the team, we use a lottery system to choose who will work that day.

The day’s work crew is then assigned to a team. The team is expected to leave together and come back together. The supervisor checks in on the team while they are working and makes sure that they have sufficient supplies, water and helps carry bags back to the Bus if needed. Once back at the Bus, the team writes their initials on the collected bags and the supervisor counts the number of bags collected. The one-dollar incentive is based on the number of bags that each team collects and is split equally between the team members. We found that participants really enjoyed the competition and extra money helped maximize their productivity.

In addition to the monetary incentive, we also provide a monthly team building lunch. This increased the sense of community and feeling of belonging. We plan to increase performance and participation with employee appreciation gifts and awards. The costs of the lunch and appreciation awards are absorbed in the C.A.Ts' Outreach Program budget or are donated.

Last year we used hard copy payroll receipts to record hours worked and cash payments made. Maintaining records of hours worked is simple for this program because every participant starts and ends at the same time and there are only 4-6 people working on a given day. The supervisor maintains a Payroll Book and logs in the employee's name, day of week and hours worked each day as well as gross and net wages. With the switch from cash to RapidPay, PayCards we will maintain electronic records of hours worked and payments made.

We use QuickBooks for our accounting purposes. Mandatory payroll reports are generated and submitted from the accounting program. Worker's compensation insurance is paid annually in advance and audited by the insurer at the end of the covered year.

The P@W Program budget is included in Section F. We propose with this grant that we will collect litter over a 35 week period, suspending the program during the winter months. We plan to hire a part time program supervisor and will be able to pay wages for approximately 2100 person hours at minimum wage. This works out to an average of 5 crew participants 4 days per week for 35 weeks.

Project Impact

The City of Flagstaff does not have the capacity to remove all of the trash that accumulates on our streets on an ongoing basis. The City must rely in part on volunteers to keep the streets clean. The C.A.Ts' P@W litter removal program expands the City's personnel resources with a regularly scheduled team of participants. Last year in just a few months we removed 710, forty-five gallon bags of trash from several neighborhoods and streets. This translates to approximately 32,000 gallons of trash. We expect to more than double the amount of bags collected with these funds and estimate that we will be able to collect approximately 74,000 gallons of litter which is approximately 10,000 cubic feet.

In addition to waste removal, the C.A.Ts' P@W program impacts the lives of those who are living unsheltered and helps to reduce the stigmas associated with homelessness. Our participants achieved a greater sense of community and were thrilled by the positive comments that were made by passing community members. They were able to use the funds to purchase some necessities and even a few luxuries. At least one woman who lives outside because of concerns about conditions at the shelters, used the funds to rent a hotel room at least one night a week. Another was able to purchase a replacement tube for his bicycle.

Providing work and a small income reduces the need for unsheltered persons to engage in panhandling and injects additional funds into the community. More importantly, the program reduces the stigma attached to those who are unsheltered and raises awareness in the community about homelessness. It provides opportunities for sheltered community members to interact in a positive way with those who are unsheltered. Our participants told us of people connecting with them and engaging in conversation while they were picking up litter, of people driving by and giving the "thumb's up" sign, yelling encouragement and thank you from their cars, offering water, and genuinely expressing their appreciation for what our participants were doing.

Community Assistance Teams of Flagstaff is committed to continuing to work toward an inclusive community and this program is important to that mission.. C.A.Ts seeks to bring people together and envelop those in need with kindness and caring. The P@W program creates connections between both sheltered and unsheltered community members.

Regional Experience

Community Assistance Teams of Flagstaff is a grassroots local nonprofit organization. Our founders and Board are all long-time Flagstaff residents. Our unique mobile approach to outreach takes us to locations in Flagstaff that are litter hotspots, for example the east Butler area, south side City center, Sunnyside area, Bushmaster Park and 4th Street corridor and Huntington/Industrial are all areas that we have focused on.

We currently have an agreement with Coconino Community College that allows us to park the Outreach Bus in the 4th Street campus parking lot every Sunday. We park in front of the Flagstaff Family Food Center Kitchen one day a week and in the FFFC warehouse parking lot when the Bus is not deployed. Because we have used our parking location as the starting point for litter pick up, we were able to collect litter around those areas.

We also have a written agreement with the Assistance League of Flagstaff who provide us with new and used clothing and hygiene supplies. We are members of the Continuum of Care and regularly attend COC meetings. We work with NACA and received funding last year from them to distribute food and PPE. One of our Board members is employed by Phoenix Indian Center and we work with them to help connect people with jobs. We regularly refer people in need to County Social Services for bus passes, bicycles, cell phones and more. We refer people to the Front Door program through Catholic Charities and Flagstaff Shelter Services.

We are in the process of developing an internship program with the NAU Social Work department and will hopefully find an intern to join us during the fall semester. Darrell Marks and Wendy White are also connected with the Indigenous Circle of Flagstaff and work with them on other projects. We are well connected with social services and the community at large and continue to expand and strength those connections.

Proposed Fee:

Provide a Project Budget with the categories described below, to include, additional funding sources the Proposer is seeking/ contributing: BUDGET ITEM DESCRIPTION	COMPUTATION	Quantity Type	TOTAL COST
		\$/Unit	Quantity
Staff Time and Worker Compensation \$53,147			
Supplies \$1,000			
Other \$8,300			
TOTAL FUNDS REQUESTED \$60,000			
List additional funding sources C.A.Ts General Budget			
TOTAL ADDITIONAL FUNDING \$2,447			
TOTAL ESTIMATED PROJECT COSTS \$62,447			

P@W Litter Clean Up Program 23-24		
Staff & Workers Compensation	<i>Participants-2100 hours @ 16.80</i>	\$ 35,280.00
	<i>Supervisor-700 hours @ 18.00</i>	\$ 12,600.00
	<i>Payroll Taxes/Worker's Comp @ 11%</i>	\$ 5,267.00
Subtotal		\$ 53,147.00
Program Expenses-Supplies	<i>Gloves, uniforms, bags, etc</i>	\$ 1,000.00
Other	<i>Fuel</i>	\$ 600.00
	<i>Vehicle Maintenance</i>	\$ 500.00
	<i>Printing & Copying</i>	\$ 100.00
	<i>Bookkeeping</i>	\$ 1,500.00
	<i>Indirect Overhead</i>	\$ 5,600.00
Subtotal		\$ 8,300.00
Total Program Cost		\$ 62,447.00
Funding		
Sustainability Funds		\$ 60,000.00
Other Funding	<i>C.A. Ts General Budget</i>	\$ 2,447.00

EXHIBIT B

**Grant Provisions
(Attached)**

Arizona Department of Housing
Homeless Service Grant Pilot: Engage, Empower, Elevate Program - Grant #126-23



GRANT PROVISIONS

Sponsor: City of Flagstaff

Funding Agency: Arizona Department of Housing

Grant Project Title: Homeless Service Grant Pilot:
Engage, Empower, Elevate Program

Grant Number: 126-23

The selected agency agrees to be a subrecipient of the AZ Department of Housing funds through the City of Flagstaff and complete the Project as described in the Grant Agreement #126-23 attached as Exhibit A.

**FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING**

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ARIZONA DEPARTMENT OF HOUSING

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**FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING**

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- B** **Performance Report/Schedule of Completion**
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- D** **Request for Payment Form**
- E** **Special Conditions of the Agreement**
- F** **Certification and Other Requirements Relating to Title I or Title II Assistance**
- G** **Authorizing Resolution(s)**
- H** **Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)**

AGREEMENT NO. 126-23
TERMINATION DATE June 30, 2023

**FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
CITY OF FLAGSTAFF
FOR
HOMELESS SERVICE GRANT PILOT - Engage, Empower, Elevate (E3) PROGRAM**

This Funding Agreement is made by and between:

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

- Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) (“**CDBG**”).
- Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) (“**HOME**”).
- A.R.S. § 41-3955 (State Housing Trust Fund) (“**HTF**”).
- A.R.S. § 41-3957 (State Housing Program Fund) (“**HPF**”).
- The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) (“**HOPWA**”).
- Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) (“**COC**”).
- Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) (“**NHTF**”).
- Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) (“**DOE WAP**”).
- Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) (“**LIHEAP WAP**”).

Southwest Gas Corporation, Weatherization Assistance Program (“**SWG WAP**”).

Homeless Service Grant Pilot Program (**HSG**).

and

CITY OF FLAGSTAFF

(Entity)

An Arizona City (“Recipient”) DUNS #08-830-2625, located at

211 W. Aspen

Street

Flagstaff, Arizona 86001

City State Zip

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

Section 1. FUNDS PROVIDED

ADOH agrees to provide \$30,000.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

CDBG, CFDA # 14.228
Federal Fiscal Year _____
\$_____

HOME, CFDA # 14.239
Federal Fiscal Year _____
\$_____

HSG
State Fiscal Year 2023
\$30,000.00

HTF
State Fiscal Year _____
\$_____

HPF
State Fiscal Year _____
\$_____

HOPWA, CFDA # 14.241
Federal Fiscal Year _____

\$_____

COC, CFDA # 14.267
Federal Fiscal Year _____
\$_____

NHTF, CFDA # 14.275
Federal Fiscal Year _____
\$_____

DOE WAP, CFDA # 81.042
Federal Fiscal Year _____
\$_____

LIHEAP WAP, CFDA # 93.568
Federal Fiscal Year _____
\$_____

SWG WAP
State Fiscal Year _____
\$_____

Section 2. OTHER FUNDS

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

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH. The funds received by the City of Flagstaff will be provided to a subrecipient community non-profit that will use the HSG funds and additional match funding provided by the City of Flagstaff to administer the Engage, Empower, Elevate (E3) Program, which will provide paid day labor opportunities for unsheltered homeless persons in Flagstaff, Arizona.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until JUNE 30, 2023 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

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

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

- CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook*; and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.
- HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; and (6) the *State Housing Fund Program Summary and Application Guide*.
- HSG** Program funds must adhere to the terms of this Agreement, the Scope of Work (Attachment A), Performance Report (Attachment B) and any special conditions indicated on Attachment E if applicable.
- HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.
- HPF** funds require adherence to the *Special Needs Housing Manual* as revised.
- COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.
- HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual*.
- NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application*

Guide; (4) State of Arizona Qualified Allocation Plan; and (5) National Housing Trust Fund Allocation Plan.

- DOE WAP** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *DOE WPN 22-4 Quality Work Plan*.
- LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan*.
- SWG WAP** funds require adherence to the following provisions: (1) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (2) *Health and Safety Plan (HSD Plan)*; (3) the *Arizona Weatherization Policies and Procedures Handbook*; (4) *Arizona Weatherization Assistance Program Field Guide*; (5) *Standard Work Specifications*; and (6) *WAP Memorandum 15-10 Quality Management Plan*.

Section 6. SCOPE OF WORK

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

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

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

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

- (g) Any other changes that involve program requirements.

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

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH. Required reports and additional written information may be provided by subrecipient so long as all reporting requirements are met.

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

- HOME, NHTF, HTF** funded rental development projects (“Rental Projects”) or **HPF** funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).
- HOME, HTF and CDBG** non-rental projects (“HOME, HTF and CDBG Non-Rental Projects”). Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
- COC** funded assistance for persons who are homeless (“Homeless Projects”). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.

- HOPWA** funded rental assistance and services (“HOPWA Projects”). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.
- DOE WAP, LIHEAP WAP and SWG WAP** funded projects (“Weatherization Projects”). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).
- HSG** projects (“HSG Projects”). Recipient, or subrecipient through Recipient, must submit a *Monthly Progress Report* including data regarding the number of participants in the work program and the number of daily hours worked by participants; amounts earned by participants; , outreach; and other services provided (i.e. meals, showers, laundry, etc.) per the Recipients project proposal and Scope of Work Attachment A. The Monthly Progress Report must be submitted to ADOH on the 30th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

7.2 Contract Closeout—Completion Reports and Post-Funding Audits.

Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

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

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

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

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH

determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

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

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

- Rental Projects funded with HOME or HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- Non-Rental Projects funded with HOME, HSG, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- Homeless Projects funded with HTF, HPF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- Weatherization.** Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the Scope of Work with no

extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

Section 9. BUDGET

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

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

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

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

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

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

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

See Section 10 for changes that affect the Budget.

- HSG Revisions to the Budget.** Revisions to Homeless Service Grants do not apply as budgets are not delineated for specific line item services.

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

Section 10. AMENDMENTS AND MODIFICATIONS

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

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

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

~~Section 11. ENVIRONMENTAL REVIEW CONDITIONS~~

Does not apply to HSG Grants

~~In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non profits and other non governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.~~

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

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

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

- ~~(a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);~~
- ~~(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.~~

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

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

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

CDBG. If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds), Arizona 2022 JLBC budget and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in

Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

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

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

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

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

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

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

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

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

14.2 Use of Program Income and Funds Recouped by Recipient.

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

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

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

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

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

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

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

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

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

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

Section 16. REVERSION OF ASSETS

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

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

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

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

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

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

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

Section 18. SUBCONTRACTING

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

Does not apply to HSG Grants

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

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- ~~(a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;~~
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

Does not apply to HSG Grants

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

Section 20. TERMINATION FOR CAUSE

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

Section 21. TERMINATION FOR CONVENIENCE

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

Section 22. ENFORCEMENT

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

- (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
- (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;

- (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
- (e) Recapture funds and terminate contract;
- (f) Withhold future ADOH grant awards from all sources; or
- (g) Take other remedies that may be legally available.

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

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

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

Section 23. CANCELLATION

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

Section 24. RECORDS RETENTION

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

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

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

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

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

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

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

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

Section 26. AVAILABILITY OF FUNDS

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

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this

Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees)(hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative 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.

Section 29. FEDERAL GOVERNMENT LIABILITY

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

Section 30. AUDIT

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

Section 31. AUDIT EXCEPTIONS

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

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

Section 32. UNALLOWABLE USE OF FUNDS

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

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

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

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

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

Section 35. IDENTIFICATION OF DOCUMENTS

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

Section 36. COPYRIGHT

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

Section 37. RIGHTS IN DATA

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

Section 38. FUNDING CONDITIONS

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

Section 39. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.
- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) or subrecipients to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

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

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

- (a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”)
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.
- (c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient’s subcontractor or subrecipient is complying with the warranty under paragraph (a).

Section 42. INSURANCE

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

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

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

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

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

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

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

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

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

42.1 Required Coverage

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

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

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

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

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

42.2 Certificates of Insurance

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

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

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

42.3 Cancellation and Expiration Notice

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

~~42.4 Self Insurance~~

~~The parties acknowledge that Recipient is self insured and that such self insurance satisfies the requirements of this Section 42.~~

Section 43. PRIVACY CONSIDERATIONS

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

Section 44. NOTICES

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

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

CITY OF FLAGSTAFF
Entity
STACEY BRECHLER-KNAGGS
Attention (if applicable)
211 W. ASPEN
Mailing Address
Flagstaff, Arizona 86001
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

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

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches

high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

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

Section 48. STATE OF ARIZONA

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

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

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

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

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

**Funding Agreement with
State of Arizona, Department of Housing**

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

**THE STATE OF ARIZONA,
ARIZONA DEPARTMENT OF HOUSING**

**CITY OF FLAGSTAFF
RECIPIENT**

BY: _____

BY: _____

Thomas M. Simplot

Stacey Brechler-Knaggs

TITLE: Director

TITLE: Director, Grants, Contracts &
Emergency Management

DATE: _____

DATE: _____

**ATTACHMENT A
SCOPE OF WORK**

The award will be comprised of *Homeless Service Grant (HSG)* funds that will be provided to the City of Flagstaff (**Recipient**) and then transferred from Recipient to a subrecipient community non-profit that will provide paid day labor opportunities for unsheltered homeless persons through the Engage, Empower, Elevate (E3) program located in Flagstaff, Arizona.

This contract award is contingent upon:

- A. The award is provided as a grant.

- B. The City of Flagstaff must provide a dollar for dollar match to the ADOH awarded grant funds. Match funding can be in the form of in-kind, cash or a combination thereof, for program allowable expenditures during the term of this Funding Agreement.

- C. A subrecipient community non-profit will use the award and additional funds provided by the City of Flagstaff to develop and administer the Engage, Empower, Elevate (E3) Program, which will serve the equivalent of up to eight (8) unsheltered homeless individuals for four (4) hours a day three (3) days per week for up to six (6) months by providing day labor opportunities. Individuals are to be paid for labor on a daily basis.

- D. The period of performance will be from January 1, 2023 through June 30, 2023.

- E. The City of Flagstaff will ensure that the subrecipient provides monthly reports as follows:
 - a. Performance reporting include data regarding homeless individuals participating in the Engage, Empower, Elevate (E3) Program, hours and amounts of compensation to participants, hours and amounts of compensation to program coordinator/supervisor, number of participants transported, etc. on a data collection Form to be provided by Flagstaff; and
 - b. General Ledger reports demonstrating the City's match provided to the program. City of Flagstaff to indicate GL coding for accounts used as match dollars.

Project Funds

The State has reserved \$30,000.00 from the Homeless Service Grant project funding. Approved uses include coordinator/supervisor salary; supplies; vehicle travel and maintenance; and daily participant wages. All costs must be directly attributable to the Flagstaff Engage, Empower, Elevate (E3) program.



ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION				Page 1 of 1
Recipient	City of Flagstaff		Date	
Contract No	126-23	Contract Period: from December 2022 to June 30, 2023	Revision	
Activity	Homeless Service Grant Pilot - Engage, Empower, Elevate (E3) Program		Month	
Recipient Address	211 W. Aspen		City	Flagstaff
Contact Person	Stacey Brechler-Knaggs, Grants, Contracts & Emergency Mgmt. Director		Zip Code	86001
Phone	928.213.2227	Email	sknaggs@flagstaffaz.gov	County
Program Specialist	Kathy Blodgett	Email	kathy.blodgett@azhousing.gov	Coconino
Indicate adherence to contract or schedule changes. Due by the 15th of each month.				
Contract Schedule		Contract Date	Complete Yes/No	Modification Date
Execute ADOH Contract		12/15/2022		
Submission of December Performance and Match Reports		1/31/2023		
Submission of January Performance and Match Reports		2/28/2023		
Submission of February Performance and Match Reports		3/31/2023		
Submission of March Performance and Match Reports		4/30/2023		
Submission of April Performance and Match Reports		5/31/2023		
Submission of May Performance and Match Reports		6/30/2023		
Project Complete - Contract Expires		6/30/2023		
Submission of FINAL Performance and Match Reports		7/31/2023		
Submission of Contract Close Out Report		8/31/2023		
Please provide: 1. a brief description of activities performed this period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. 2. The date of submission of your last Request for Payment (RFP) RFP's should be submitted at a minimum every 6 months to remain compliant with HUD activity expenditure guidelines.				
Last RFP submitted on:				
Recipient Authorized Signature		Date	Title	



Arizona
Department
of Housing

HSG

Attachment C

Budget			
Recipient	City of Flagstaff		Date
Contract No./File No.	126-23	Contract Period: from December 2022 to June 30, 2023	Revision No.
Activity	Homeless Service Grant Pilot - Engage, Empower, Elevate (E3) Program		
Recipient Address	211 W. Aspen		City Flagstaff
Contact Person	Stacey Brechler-Knaggs, Grants, Contracts & Emergency Mgmt. Director		Zip Code 86001
Phone	928.213.2227	Email sknaggs@flagstaffaz.gov	County Coconino
Program Specialist	Kathy Blodgett	Email kathy.blodgett@azhousing.gov	

a	b	c	d	e	f	g
Budget Line Item or Activity No.	HSG FY2023	Source Program Year	Source Program Year	Source Program Year	Source Program Year	TOTAL AWARD FY2023
Activity- Engage, Empower, Elevate Prgm	\$30,000.00					30,000.00
Total	\$30,000.00					\$30,000.00



ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	City of Flagstaff		Date	
Contract No	126-23 Contract Period: from December 2022 to June 30, 2023		Pay Req. No	
Activity	Homeless Service Grant Pilot - Engage, Empower, Elevate (E3) Program		Direct Wire Dep	Yes No
Recipient Address	211 W. Aspen		City	Flagstaff
Contact Person	Stacey Brechler-Knaggs, Grants, Contracts & Emergency Mgmt. Director		ZIP	86001
Phone	928.213.2227	Email	sknaggs@flagstaffaz.gov	
Program Specialist	Kathy Blodgett	Email	County	Coconino

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	Funding Source FY	HSG FY2023	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
		\$ -			\$ -		\$ -
Act. E3 Program	N/A		\$ 30,000.00		\$ 30,000.00		\$ 30,000.00
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
Total		\$ -	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00

Recipient Authorized Signature	Date	Title
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Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports	Current <input type="checkbox"/>	Not Current <input type="checkbox"/>	For ADOH Use Only
ADOH Program Specialist Approval	Date		
			ADOH Program Administrator Approval
			Date