

THE CONTRACT BETWEEN THE CITY OF FLAGSTAFF  
AND  
HOUSING SOLUTIONS OF NORTHERN ARIZONA  
FOR  
SUBRECIPEINT AGREEMENT FOR ARIZONA DEPARTMENT OF HOUSING (“ADOH”)  
HOMELESS SHELTER AND SERVICES FUND GRANT FUNDING

THIS CONTRACT (the “Contract”) is made and entered into by and between the City of Flagstaff , a municipal corporation (the “City”) and Housing Solutions of Northern Arizona, a non-profit agency whose principal address is 2304 N. 3<sup>rd</sup> St., Flagstaff, AZ 86004 (the “Agency”).

**RECITALS**

A. The City has received certain funds from the Arizona Department of Housing (“ADOH Grant”).

B. The City is authorized to utilize the ADOH Grant in accordance with the information provided by the Funding Agreement with the Arizona Department of Housing (the “ADOH Funding Agreement”).

C. The Agency is a nonprofit community service organization and has agreed to provide eligible services pursuant to the ADOH Funding Agreement as set forth in Exhibit A, Scope of Work (“the Project”).

E. The City desires to use the ADOH Grant to fund the Project and subject to the following terms and conditions the City desires to contract with the Agency to implement the Project.

**GENERAL CONDITION OF THE CONTRACT**

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

1. AMOUNT AND NATURE OF ASSISTANCE BY CITY

(a) Grant Amount

Subject to all of the terms, covenants, and conditions of this Contract, the City will provide the Agency with funds received from the **ADOH Grant** to finance the Project in an amount not to exceed **One Hundred Seventy Thousand Nine Hundred Seventy-One Dollars and 48/100 (\$170,971.48)**. Agency shall not use the funds received from the City in any other manner except as provided herein. Wrongful expenditure of funds will constitute a breach of this Contract and the City shall have the right to terminate this Contract under the terms and conditions hereinafter recited.

(b) Payments

Payment by the City to the Agency shall be made on a reimbursement basis for all costs incurred. Reimbursement will be paid once per month in dollar amounts approved by the City for work completed. To request a reimbursement, Agency shall submit the Request for Payment forms which are attached hereto as **Exhibit “C”** and incorporated herein by this reference. All payment requests must be submitted by line item in conformance with the Budget attached hereto as **Exhibit “B”** and incorporated herein by this reference. All claims against this Contract shall be made only for expenses incurred within the contract time period defined in **Section 4.(b)**. Final payment invoices must be received no later than sixty days after completion of the scope of work or contract time period. No payments shall be made after that date.

(c) Changes in Budget

No changes in budget will be permitted. Agency is solely responsible for any cost overages.

d) Indirect Costs

If indirect costs are charged, the Agency will develop an indirect cost allocation plan for determining the appropriate Agency’s share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

2. AGENCY’S SCOPE OF SERVICES

(a) Scope of Work

The Agency agrees to complete the Project as described in the Scope of Work, attached hereto as **Exhibit “A”** and incorporated herein by this reference.

(b) Changes in Scope of Work

No change(s) shall be made to the Scope of Work except by written contract amendment.

3. CERTIFICATION OF COMPLETION

Upon satisfactory completion of the Close-Out Report, and submission of all required documentation, the City shall furnish Agency with certification that all contractual obligations have been met. The City shall not unreasonably withhold such certification.

4. CONTRACT REQUIREMENTS

(a) Contract Administration

The Agency has obtained official authorization from its governing body in the form of a resolution, motion, or similar action authorizing the person identified in **Section 34** to administer this Contract and perform the required duties for the administration of this Contract. Such authorization is attached hereto as **Exhibit “E”** and incorporated herein by this reference.

(b) Contract Term and Extension

This Contract governs work done of the project between July 1, 2023 and June 30, 2024. No payments will be made to the Agency for cost incurred after the contract time period unless a written amendment to this Contract extending the time for performance has been executed by the parties.

(c) Incorporation of all provisions of ADOH Funding Agreement

Agency shall observe and follow all provisions of the ADOH Funding Agreement, hereby incorporated by reference into this Contract, and attached as **Exhibit F**, and shall require all subcontractors to do the same.

5. ADMINISTRATIVE REQUIREMENTS

(a) Accounting

The Agency shall comply with the requirements and standards of OMB Circular No. A-122 “Cost Principles for Non-Profit Organizations” and with OMB Circular A-110. The Agency’s financial management system shall include at a minimum accurate, current, and complete disclosures of the grant program; records which adequately identify the source and application of funds provided for financially assisted activities; effective control over and accountability for grant cash, real and personal property, and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation.

(b) Procurement

The Agency shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations*, Procurement Standards. Agency outreach and documentation shall be governed by the price limits set forth in the City of Flagstaff procurement standards, notwithstanding OMB Circular A-110.

All procurement undertakings must make an effort to utilize Minority and Women owned Business Enterprises. The Agency shall maintain an inventory of all equipment, furniture, and non-expendable personal property purchased with the grant funds.

(c) Internal Controls

The Agency will operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. Agency financial policies and lines of authority shall be reviewed during monitoring visits defined in **Section 5.d**.

(d) Monitoring

The Agency agrees to cooperate and provide all information necessary for the City to monitor the Agency periodically to ensure compliance with this contract, compliance with federal regulations and laws, fiscal responsibility, adequate performance, and any other item of concern relating to the use of funds and the provisions defined in this contract. The monitoring will take the form of at least one site visit of Agency's place of business and/or construction site and other various requests for information.

(e) Documentation and Record-Keeping

Pursuant to Arizona Revised Statutes (A.R.S.) §35-214, Agency shall retain and require that its subcontractors retain for inspection and audit by the City and/or ADOH all books, accounts, reports, files including information regarding actual beneficiaries of the funds, and other records relating to the bidding and performance of this Contract for a period of five (5) years following the date on which the City provides notice that this Contract has been fully closed out through a certificate of completion or that this Contract has been terminated.

Upon request by ADOH and/or the City, Agency shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General or Flagstaff City Hall, as set forth in the request. The original records shall be available and produced for inspection and audit when required by ADOH, the Auditor General, or the City.

Agency shall maintain records that adequately identify the source and application of the funds provided under this Contract (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. Agency 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 Agency holding any liens or notes as a result of this funding, Agency must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

(f) Monthly Reports to City

The Agency shall prepare and submit to the City on a monthly basis the Performance Report attached hereto as **Exhibit "E"** and incorporated by this reference for the duration of this contract. The Agency agrees to submit other reports and records as may be required by the City from time to time, which are related to the implementation of the Project, adherence to the contract, and adherence to federal, state, and local laws and regulations.

(g) Reports to City

The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment,

unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

The Agency agrees to submit such reports as the City may require, including litigation reports, financial management reports required by Federal Management Circular 74-7, equal opportunity reports as may be necessary pursuant to the rules and regulations under Title VI, Civil Rights Act of 1964; Title VIII, Civil Rights Act of 1968; Executive Order 11246, as amended, and Executive Order 11053, or any reports as may be further required.

(h) Close-Out Report

The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. The City will send the Agency written notification that a Close-Out Report is due when one of the following contractual obligations have been met: 1) the funds stated in **Section 1.a.** have been expended and the Scope of Work has been completed; 2) the contract period stated in **Section 4.b.** has expired; or 3) the Scope of Work has been completed. The Agency shall submit the Close-Out Report attached in that letter within sixty (60) days of receiving this notification.

(i) Financial Audit

The Agency shall submit a financial audit and Management Letter to the City within 30 days after receipt of the auditor's report or 9 months after the end of the audit period during which federal funds were expended. The audit shall be in conformance with the audit requirements of OMB Circular A-133.

6. FUNDS RECOUPED BY AGENCY

The Agency shall follow all rules, requirements, and procedures related to recoupment of funds, interest, and program income set forth by ADOH in Section 14 the ADOH Funding Agreement.

7. DE-OBLIGATION, RECAPTURE, AND REPAYMENT OF FUNDS

The Agency shall follow all rules, requirements, and procedures related to the de-obligation, recapture, and repayment of funds set forth by ADOH in Section 15 the ADOH Funding Agreement.

8. POLITICAL ACTIVITIES

The Agency shall not use Grant funds to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9. DRUG-FREE WORKPLACE ACT OF 1988

The Agency certifies that it will maintain a drug-free workplace.

10. REVERSION OF ASSETS

The Agency shall transfer to the City, upon expiration of the Contract, all unexpended funds advanced to the Agency and all assets purchased with funds including equipment, furniture, unused materials, and any accounts receivable attributable to the use of funds not approved for reuse. The Agency shall further follow all rules, requirements, and procedures related to reversion of assets set forth by ADOH in Section 16 the ADOH Funding Agreement.

11. ACKNOWLEDGEMENT

Agency shall acknowledge during the term of the contract the contribution of the City of Flagstaff and ADOH toward the Project in all instances where the contributions to the Project are recognized or listed. All materials used for public outreach and for informational purposes as part of this Project shall identify the source of the state funds (HSSF) as well as an acknowledgement of support from ADOH and the City.

12. PROJECT IMPLEMENTATION

Agency shall have responsibility for day-to-day management and implementation of the Project.

13. COPYRIGHT AND RIGHTS IN DATA

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

The City and 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 Contract.

14. INSURANCE

Agency shall purchase and maintain in full force the following insurance during the contract period. Agency shall provide to the City evidence of the required insurance coverage. All certifications of insurance must provide for thirty (30) days' notice to the City of cancellation, non-renewal, or material change.

The Agency and its Subconsultants, at Agency's and Subconsultants 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, or approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City.

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 the Contract is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

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

Agency 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 the City.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Agency'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 the City under such policies. The Agency shall be solely responsible for the deductible and/or self-insured retention, and the City, at its option, may require the Agency to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

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

The insurance policies, except Worker's Compensation and Professional Liability, required by this Contract shall name the City, its agents, representatives, officers, directors, officials, and employees as additional insureds.

(a) Required Coverage

i. Commercial General Liability

Agency 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 which 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 Agency's operations and products and completed operations.

(b) Automobile Liability

Agency 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 the Agency's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Agency'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).

(c) Worker's Compensation

The Agency shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Agency'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, the Agency will require the Subconsultant to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Agency.

(d) Certificates of Insurance

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

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

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

(e) Cancellation and Expiration Notice

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

15. INDEPENDENT AGENCY STATUS

Agency is an independent entity in the performance of all activities and functions pursuant to this Contract. Agency and City are not and shall not be considered as joint venturers, partners, or agents of each other and neither shall have the power to bind or obligate the other. Agency's officers, employees, agents, and subcontractors shall not be considered as officers, employees, agents, or subcontractors of the City. Agency hereby agrees not to represent to anyone that Agency is an agent of the City or has any authority to act on behalf of the City. Agency shall be responsible for all employment compensation claims for Workman's Compensation benefits, or other claims by employees arising as a result of activities funded in whole or in part from the proceeds of this Contract, and the Agency shall hold the City harmless for any and all such claims.

16. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

Agency shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Agency, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Agency shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Agency, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

17. NONDISCRIMINATION

(a) Nondiscrimination

Agency shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Agency 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 Agency 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. Agency shall comply with all of the other requirements of Executive Order 2009-09. Agency shall further comply with all local ordinances prohibiting discrimination 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. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the Flagstaff City Code, Chapter 14-02, Civil Rights, which also prohibits discrimination based on sexual orientation or gender identity or expression.

Agency agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Agency

shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Agency shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Agency agrees to comply, and will require any subcontractor(s) 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).

(b) Incorporation of Nondiscrimination Clause in Agency Activities

The Agency further agrees that this clause will be incorporated in all construction, supplier, or job consultant contracts entered into in connection with this Contract.

18. COMPLIANCE WITH LAWS

(a) Local Laws

The Agency shall give all notices and comply with all laws, ordinances, rules, building codes, regulations, and lawful orders of any public authority bearing on the performance of activities pursuant to this Contract. If the Agency observes that any of the Contract documents are in conflict with any laws, statutes, building codes, and/or regulations, it shall promptly notify the City, in writing, and any necessary changes shall be accomplished by appropriate written modification.

(b) Immigration

The Agency, and its contractors, shall abide by all regulations pursuant to the Immigration and Naturalization Reform Act of 1986.

Agency 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.”)

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Agency may be subject to penalties up to and including termination of this Contract.

ADOH and the City retain the legal right to inspect the papers of any employee who works on this Contract to ensure that Agency or Agency's subcontractor is complying with the warranty in this section.

(c) Liability

Should the Agency perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes, and/or regulations, and not give proper notice to the City, it shall assume full responsibility therefore and shall bear all cost incurred due to its negligence.

19. THIRD PARTY ANTITRUST VIOLATIONS

Agency 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 Agency toward fulfillment of this Contract.

20. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Agency 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.

21. DRUG FREE WORKPLACE

The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

22. ADOH SIGNAGE

For new construction and rehabilitation projects, Agency 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 Agency incorporates ADOH information into a larger group sign.

23. PHOTOGRAPHS

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

24. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01

If the Agency engages in for-profit activity and has ten (10) or more employees, and if this

Contract has a value of \$100,000 or more, then the Agency certifies it is not currently engaged in, and agrees for the durations of this Contract, 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.

25. NO WAIVER

Both Parties have the right to insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

26. ASSIGNMENT

Agency was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Agency (Assignor) from any of its obligations and liabilities under the Contract with respect to the City.

27. DISPUTES

If a dispute arises out of or relates to this Contract, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation, or some other dispute resolution procedure. Mediation shall be self-administered and conducted under the procedures in use by the Alternative Dispute Resolution Program of the Coconino County Superior Court, unless other procedures are agreed upon by the parties. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This Contract does not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure. Any dispute not disposed of by mutual agreement by the parties shall be decided in accordance with the applicable Arizona laws, ordinances, and codes of the state and local government.

28. AVAILABILITY OF FUNDS

It is expressly understood by the parties hereto that this Contract has been negotiated and executed in anticipation of receipt of funds by the City from the ADOH Grant and that therefore the terms, conditions, and sums payable under this Contract are subject to any changes, limitations, or cancellation which may be required by the terms of said grant agreement. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City or ADOH in the event this provision is exercised and neither the City nor ADOH shall be obligated or liable for any future payments or for any damages as a result of termination under this section.

29. GOVERNING LAW AND FORUM

The Contract shall be construed in accordance with the laws of Arizona. In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

30. CONTINUING LIABILITY

Agency shall have continuing liability after the term of this Contract for any breach of this Contract, including failure to perform in accordance with required federal law and rules and regulations promulgated thereunder until after all complaints, investigations, and sanctions, including those arising out of audits performed by the City, ADOH, or other authorized agencies are resolved. Agency shall be liable for any sanctions or requirements imposed at any time upon the City arising out of Agency's activities performed pursuant to this Contract.

31. TERMINATION

(a) Cancellation for Conflicts of Interest

All parties hereto acknowledge that this Contract is subject to cancellation by the City of Flagstaff pursuant to the provisions of the Section 38-511, Arizona Revised Statutes.

(b) Termination for Cause

The City may suspend or terminate this Contract if Agency violates any term or condition of this Contract or if Agency fails to maintain a good faith effort to carry out the purpose of this Contract by providing written notice to the Agency. Costs incurred by Agency resulting from obligations incurred during a suspension or after termination are not allowable unless the City expressly authorizes them in the notice of suspension or cancellation. If the City terminates this Contract for cause, the Agency must repay to the City all funds provided to the Agency under this Contract.

(c) Termination for Convenience

City or Agency may terminate this Contract for convenience if either party believes that continuation will not produce beneficial results. The terminating party must notify the other party in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Agency terminates for convenience, it must repay all funds provided by the City under this Contract.

32. ROLES AND RESPONSIBILITIES

(a) Agency Representative

The Agency is responsible to ensure the Agency Representative listed in **Section 34(a)** executes the activities and obligations enumerated in this Contract.

The City will contact the Agency Representative when communicating with the Agency. The City shall be notified, in writing, of changes of personnel filling this position. The Agency Representative may utilize the professional services of other advisors as his/her agent. Said agent shall be responsible to the Agency Representative.

(b) City Representative

The City is responsible to ensure the City Representative listed in **Section 34 (b)** executes the activities and obligations enumerated in this Contract.

The Agency will contact the City Representative when communicating with the Agency. The Agency will be notified, in writing, of changes of personnel filling this position. The City Representative may utilize the professional services of other advisors as his/her agent. Said agent shall be responsible to the City Representative.

33. NOTICES, DEMANDS, AND COMMUNICATIONS BETWEEN THE PARTIES

Formal notices, demands, and communications between the City and Agency shall be deemed sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, and deemed received 48 hours later, to the principal offices of the City and the Agency addressed to each party as follows:

a) Agency:

Housing Solutions of Northern Arizona  
Devonna McLaughlin, Chief Executive Officer  
PO Box 30134  
Flagstaff, Arizona 86003  
928-214-7456 (Phone)  
Devonnam@housingnaz.org (Email)

(b) City:

City of Flagstaff  
Housing & Grants Administrator  
Flagstaff Housing Section  
211 West Aspen Avenue  
Flagstaff, Arizona 86001  
928-213-2749 (Phone)  
kristine.pavlik@flagstaffaz.gov (Email)

Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section.

34. LIST OF CONTRACT DOCUMENTS

This Contract consists of the following documents:

January 23, 2024

- (a) The terms of the Contract
- (b) Scope of Work – **Exhibit A**
- (c) Budget – **Exhibit B**
- (d) Request for Payment and Performance Report Form – **Exhibit C**
- (e) Agency Authorization to Execute Contract – **Exhibit D**
- (f) ADOH Funding Agreement – **Exhibit E**

[Signature page follows]

January 23, 2024

IN WITNESS WHEREOF, all parties concerned acknowledge that they have read, understand, approve, and accept all of the provisions of this Contract and the attachments thereto.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

**City of Flagstaff**

**Housing Solutions of Northern Arizona**

\_\_\_\_\_  
Greg Clifton, City Manager

\_\_\_\_\_  
Devonna McLaughlin, Chief Executive Officer

Attest:

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Corporate Secretary

Approved as to form:

\_\_\_\_\_  
City Attorney

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **1. PROGRAM ELIGIBILITY CRITERIA**

The Housing Solutions of Northern Arizona (“Agency”) Homeless Transitional Housing Services Program (“Project”) will allow the Agency to provide transitional housing services to 65 unduplicated households experiencing homelessness.

1.1 Eligibility for the Project administered by the Agency requires that the client:

1.1.1 Be presently experiencing homelessness, as defined by HUD.

1.2 Agency shall document and retain all client records with regards to Project eligibility.

#### **2. SCOPE OF WORK**

The Agency will provide services as set forth in detail in its October 10, 2023, proposal submitted in response to the City of Flagstaff Homeless Shelter and Services Funds (HSSF) Notice of Funding Availability, hereby incorporated by reference, and as described herein.

The Agency will utilize HSS Fund dollars to support salaries and employee related expenses for program staff, operational costs such as utilities, insurance, and internet as well as financial assistance covering move-in costs for clients.

2.1 The Agency agrees to serve sixty-five (65) households experiencing homelessness with transitional housing and a minimum of 40 households with move-in assistance.

2.2 Agency will provide the necessary personnel, equipment, office space, meeting space, supplies, and services to conduct the services as described herein.

2.3 Agency’s responsibilities include:

2.3.1 Hiring and training staff involved in the program operations.

2.3.2 Providing the services as described herein.

#### **3. PROJECT ADMINISTRATION**

The Agency will provide all of the necessary services to carry out the daily tasks of ensuring that the project progresses satisfactorily and that all of the administrative functions associated with the project are properly executed in accordance with the contract and the requirement of the Federal ARPA CLFRF program.

- 3.1 Agency responsibilities include:
  - 3.1.1 Maintain project files detailing expenses, procurement, project information, and correspondence, in addition to any other necessary information.
  - 3.1.2 Submit applicable grant reports to the Housing Section.
  - 3.1.3 Maintain client files detailing income eligibility and back up documentation, ethnicity, age, and special needs, in addition to any other necessary information.
  - 3.1.4 Maintain project accounting records, including documentation of expenditures and receipts.
  - 3.1.5 Manage personnel.
  - 3.1.6 Complete audits and other submissions.
  - 3.1.7 Ensure a cost-effective, timely and efficient delivery of services.
  - 3.1.8 Ensure that an open process is conducted in all outreach activities and equal opportunity is provided to all persons regardless of race, color, sex, sexual orientation, religion, handicap, familial status, or national origin.

January 23, 2024

**EXHIBIT B**

**BUDGET**

**Project Budget  
City of Flagstaff  
Community Development Block Grant (CDBG) Program**

**Project Description: HSNA Homeless Shelter & Services**  
**Implementing Agency: Housing Solutions of N. Arizona**  
**Project No.:**  
**Date: 1/20/2024**

Households Served: 65 households		SOURCE 1	SOURCE 2	SOURCE 3	SOURCE 4	SOURCE 4	
Item and		City of Flagstaff Homeless Shelter & Services	City of Flagstaff CDBG	Rental Income	Private-sector grant funding & donations	Public-sector grant funding	Totals
Activity	Item / Activity Description						
<b>1</b>	<b>Operating Costs</b>						
A	Personnel: SM Property/Program Manager (1 FTE)	\$ 50,212.50				\$ 16,737.50	\$ 66,950.00
B	Personnel: JoJo's Property/Program Manager (1 FTE for 6 mos)	\$ 15,000.00	\$ 11,500.00				\$ 26,500.00
C	Personnel: Maintenance Personnel (2 FTE)	\$ 30,000.00		\$ 54,652.00			\$ 84,652.00
D	Personnel: Chief Operating Officer (0.5 FTE)				\$ 25,000.00	\$ 17,500.00	\$ 42,500.00
E	Personnel: Chief Executive Officer (0.25 FTE)				\$ 12,875.00	\$ 12,875.00	\$ 25,750.00
F	EREs @ 20%	\$ 19,042.50	\$ 2,300.00	\$ 10,930.40	\$ 7,575.00	\$ 9,422.50	\$ 49,270.40
G	Utilities	\$ 25,000.00		\$ 10,000.00			\$ 35,000.00
H	Insurance	\$ 9,816.48		\$ 30,000.00			\$ 39,816.48
I	Technology	\$ 5,000.00		\$ 5,000.00			\$ 10,000.00
J	Audit & Accounting			\$ 20,000.00			\$ 20,000.00
K	Telephone & Internet	\$ 5,000.00		\$ 6,800.00			\$ 11,800.00
L	Dues & Subscriptions				\$ 3,000.00		\$ 3,000.00
M	Training & Travel				\$ 3,500.00		\$ 3,500.00
N	Repairs & Maintenance (supplies & contractors)			\$ 150,000.00	\$ 50,000.00		\$ 200,000.00
<b>2</b>	<b>Direct Client Benefit</b>						
A	Move-in Assistance: Deposits & 1st Month's Rent	\$ 11,900.00					\$ 11,900.00
B	Furnishings				\$ 11,400.00	\$ 9,000.00	\$ 20,400.00
C	Direct Client Assistance (holidays, emergency, bus passes)				\$ 16,000.00		\$ 16,000.00
D	Direct Client Assistance (Move-out assistance)					\$ 8,000.00	\$ 8,000.00
<b>3</b>	<b>Case Management</b>						
A	Contract: Housing-based Case Manager (1 FTE for 6 months)		\$ 37,500.00				\$ 37,500.00
B	Personnel: Sharon Manor Case Managers (2 FTE)				\$ 31,446.00	\$ 80,000.00	\$ 111,446.00
C	Personnel: Sharon Manor Youth Program Coord. (1 FTE)				\$ 12,875.00	\$ 38,625.00	\$ 51,500.00
D	EREs @ 20%	\$ -	\$ -	\$ -	\$ 8,864.20	\$ 23,725.00	\$ 32,589.20
	<b>CDBG Totals</b>	\$ 170,971.48					
	<b>Totals</b>	\$ 170,971.48	\$ 51,300.00	\$ 287,382.40	\$ 182,535.20	\$ 215,885.00	\$ 908,074.08

January 23, 2024

**EXHIBIT C**

**REQUEST FOR PAYMENT AND PERFORMANCE REPORT FORM**

**CITY OF FLAGSTAFF**

Arizona Department of Housing Homeless Shelter Services Funds

**HOUSING ASSISTANCE**

**PAYMENT REQUEST**

Business Name: \_\_\_\_\_

Pay Request Period: \_\_\_\_\_ Request Number: \_\_\_\_\_ Amount Requested: \_\_\_\_\_

**EXPENDITURES**

Description of Expenditures	Total Award	Previous Expenditures	Current Amount Requested	Remaining Balance
				\$0.00

**CERTIFICATION**

I/we certify that this Request for Payment has been drawn in accordance with the terms and conditions of the Contract cited above.

Signature: \_\_\_\_\_ Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR CITY USE ONLY**

Vendor #: \_\_\_\_\_  
PO #: \_\_\_\_\_  
Project#: \_\_\_\_\_

Fiscal Year & Amount: \_\_\_\_\_  
Fiscal Year & Amount: \_\_\_\_\_  
Total Approved: \_\_\_\_\_

Management Services

Community Development

\_\_\_\_\_  
Stacey Brechler-Knaggs Date  
Grants, Contracts, & Emergency Management Director

\_\_\_\_\_  
Kristine Pavlik Date  
Housing & Grants Administrator



**CITY OF FLAGSTAFF**  
**AMERICAN RESCUE PLAN ACT (ARPA) REVENUE REPLACEMENT FUNDS**  
**HOUSING ASSISTANCE**

**PERFORMANCE REPORT**

**BUSINESS NAME:** \_\_\_\_\_  
**CONTACT NAME:** \_\_\_\_\_  
**PHONE NUMBER:** \_\_\_\_\_  
**EMAIL ADDRESS:** \_\_\_\_\_  
**BRIEF PROJECT SUMMARY:** \_\_\_\_\_

**PERFORMANCE REPORT**

**REPORTING PERIOD (MM/YY - MM/YY):** \_\_\_\_\_  
**SUMMARY OF THIS PERIOD'S PROGRESS:** \_\_\_\_\_

**PERFORMANCE REPORT**

**SUMMARY OF ACTIVITIES PLANNED FOR NEXT PERIOD:** \_\_\_\_\_

<b>CERTIFIED BY:</b>	<b>LIST OF ATTACHMENTS, IF APPLICABLE:</b> (ie. Additional reports, photos, etc)
_____ <b>SIGNATURE</b>	_____
_____ <b>NAME AND TITLE</b>	_____
	_____
	_____



<b>Gender</b>								
Male								
Female								
Transgender								
<b>AMI</b>								
0-30% AM								
31-50% AMI								
51-80% AMI								
81% + AMI								
<b>Metrics</b>								
BSHN Households Served								
HIRS Households served								
SCB Organizations served								
LEP/LAP								
<b>Age Group</b>								
18-29								
30-39								
40-49								
50-59								
60 Plus								
Unknown								
<b>Totals</b>	0	0	0	0	0	0	0	0

January 23, 2024

**EXHIBIT D**

**AGENCY AUTHORIZATION TO EXECUTE CONTRACT**

**CITY OF FLAGSTAFF – GRANTS MANAGEMENT  
AUTHORIZED SIGNATURE FORM - CORPORATION**

AGENCY: \_\_\_\_\_  
DUNS NO: \_\_\_\_\_  
PROJECT: \_\_\_\_\_  
GRANT NAME: \_\_\_\_\_

Whereas, \_\_\_\_\_ (AGENCY), an Arizona corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of \_\_\_\_\_ (AGENCY) that \_\_\_\_\_ (INDIVIDUAL) is authorized to execute on behalf of said corporation the following:

- |                                  |  |
|----------------------------------|--|
| 1. Contract/Agreement            | 4. Claims  |
| 2. Payment and Performance Bonds | 5. Change Orders   |
| 3. Payrolls                      | 6. All other papers necessary for the corporation's affairs and the execution of the Contract/Agreements |

The powers and duties herein granted shall be and are hereby granted for the duration of the assurance for this project or until express notice of revocation has been duly given in writing, whichever is the lesser period.

Dated and passed by the Board of Directors this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Person(s) Authorized to Sign

Name and Title of Person(s) Authorized to Sign

---

---

**CERTIFICATE**

I, \_\_\_\_\_ of \_\_\_\_\_ (AGENCY), an Arizona corporation, do hereby certify the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, at a meeting of said board held on \_\_\_\_\_, 2024, and the same is in full force and effect at this time.

Dated \_\_\_\_\_

\_\_\_\_\_  
(Signature of Officer of Corporation)

(Corporate Seal)

STATE of Arizona     )  
                                  ) ss  
COUNTY of \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by

\_\_\_\_\_ of \_\_\_\_\_ (AGENCY), an Arizona corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

January 23, 2024

**EXHIBIT E**

**ADOH FUNDING AGREEMENT**

**FUNDING AGREEMENT**  
**with**  
**ARIZONA DEPARTMENT OF HOUSING**

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**FUNDING AGREEMENT**  
**with**  
**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**
- C    **Budget**
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- 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. 801-23  
TERMINATION DATE June 30, 2024

**FUNDING AGREEMENT  
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING  
AND  
CITY OF FLAGTAFF  
FOR  
HOMELESS SHELTER AND SERVICES**

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**”).
- S.B. 1720 Homeless Shelter and Services Fund (“**HSSF**”).
- 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**”).

- Title IV Energy Conservation and Production Act (ECPA), as amended; and 42 U.S.C. Section 6861, *et. seq.* including WAP regulations contained in 10 CFR 440, DOE Financial Assistance Rules at 2 CFR 200 and the Bipartisan Infrastructure Law (Infrastructure Investment and Jobs Act), Public Law 117-58. (“**DOE WAP BIL**”).
- H.R 2471, the Consolidated Appropriations Act, 2022 establishing the Weatherization Readiness Fund (“**DOE WRF**”).
- 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**”).
- Arizona Public Service, Weatherization Assistance Program (“**APS WAP**”).
- Salt River Project, Weatherization Assistance Program (“**SRP WAP**”).
- Crisis Contingency and Safety Net Fund (“**CCSNF**”).
- State Fiscal Recovery Funds (“**SFRF**”).

and

**CITY OF FLAGSTAFF**

*(Entity)*

An Arizona City (“Recipient”) DUNS #088302625, located at

**211 W. Aspen Ave**

*Street*

**Flagstaff, AZ 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 \$840,000.00 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 \_\_\_\_\_  
\$\_\_\_\_\_

Funding Agreement with  
State of Arizona, Department of Housing

---

- HOME, CFDA # 14.239**  
Federal Fiscal Year \_\_\_\_\_  
\$\_\_\_\_\_
- HTF**  
State Fiscal Year \_\_\_\_\_  
\$\_\_\_\_\_
- HPF**  
State Fiscal Year \_\_\_\_\_  
\$\_\_\_\_\_
- HSSF**  
State Fiscal Year 2023  
\$840,000.00
- 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 \_\_\_\_\_  
\$\_\_\_\_\_
- DOE WAP BIL, CFDA # 81.042**  
Federal Fiscal Year \_\_\_\_\_  
\$\_\_\_\_\_
- DOE WRF, CFDA # 81.042**  
Federal Fiscal Year \_\_\_\_\_  
\$\_\_\_\_\_
- LIHEAP WAP, CFDA # 93.568**  
Federal Fiscal Year \_\_\_\_\_  
\$\_\_\_\_\_

**SWG WAP**  
State Fiscal Year \_\_\_\_\_  
\$\_\_\_\_\_

**APS WAP**  
State Fiscal Year \_\_\_\_\_  
\$\_\_\_\_\_

**SRP WAP**  
State Fiscal Year \_\_\_\_\_  
\$\_\_\_\_\_

**CCSNF**  
State Fiscal Year \_\_\_\_\_  
\$\_\_\_\_\_

**SFRF**  
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.

**Section 4. DURATION**

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until JUNE 30, 2024 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 shall carry out each activity 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*.
- 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.
- HSSF** funds require adherence to S.B. 1720 and the Notice of Funds Available issued for acceptance of applications for HSSF funding.
- 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, DOE WAP BIL and DOE WRF** 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, APS WAP or SRP 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*.
  
- CCSNF** funds require adherence to the terms and conditions of the Crisis Contingency and Safety Net Fund such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis: (1) salaries for additional staffing; (2) operational expenses; and (3) any additional costs specifically outlined in the Scope of Work described in Section 6 below.
  
- SFRF** funds require adherence to the terms and conditions of the State Fiscal Recovery Funds such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis through costs specifically outlined in the Scope of Work described in Section 6 below.

## **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.

**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 20<sup>th</sup> 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 15<sup>th</sup> 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.
- HSSF** funded assistance for persons who are homeless (“Homeless Shelter and Services Projects”). Recipient must submit a *Quarterly Performance Report* attached hereto as Attachment B. The Quarterly Progress Report follows the state fiscal year from July 1 through June 30 and must be submitted to ADOH on the 20<sup>th</sup> day of October, January, April and July and address activities of the preceding quarter (i.e. the October report covers the months of July through September).

- 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 30<sup>th</sup> annually.
- 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 20<sup>th</sup> 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.
- DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, SWG WAP, APS WAP and SRP 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 30<sup>th</sup> (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 30<sup>th</sup> report covers the month of December).
- CCSNF** funded projects (“CCSNF Projects”). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30<sup>th</sup> (for the month of June, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the July report covers the month of June).
- SFRF** funded projects (“SFRF Projects”). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30<sup>th</sup> of each month and address activities of the preceding month (i.e. the April report covers the month of March).

**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 to 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, 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, HSSF 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, DOE WAP BIL, DOE WRF, LIHEAP, SWG WAP APS WAP and/or SRP 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 approximately four (4) months with additional re-allocations made on an as needed basis.
- CCSNF Projects.** 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.
- SFRF Projects.** 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.

## 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.

**HSSF, CCSNF and SFRF Revisions to the Budget.** Recipient must obtain 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.

**WEATHERIZATION Revisions to the Budget.** Recipient must obtain 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. Administration, Technical Assistance and Health and Safety line items cannot be increased unless the overall award of funds increases.

See Section 10 for changes that affect the Budget.

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**

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, DOE WAP BIL, DOE WRF, 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) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP, DOE WAP BIL, DOE WRF 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.

- HSSF.** At the discretion of ADOH, FY 2023 HSSF grantees may receive all or a portion of their awarded funds in advance.

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 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 requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors 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 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.

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, ADOH 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 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 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 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 or HSSF funds per S.B. 1720, 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, HTF and HSSF 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, CDBG, HOPWA, COC, NHTF, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, CCSNF and SFRF programs, the availability of state funds provided for the state HTF, HPF and HSSF Programs and the availability of private funds provided for the SWG WAP, APS WAP and SRP WAP programs. 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**

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability

Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

**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, 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, DOE WAP BIL, DOE WRF, LIHEAP WAP, CCSNF, SFRF) or state (HTF, HPF, HSSF) funds or private funds (APS, SRP, SWG) 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 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) 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 is complying with the warranty under paragraph (a).

## **Section 42. INSURANCE**

During the contract period, Recipient 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 Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient’s and subcontractors’ 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.

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

Recipient 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 Recipient’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. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient 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 of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient'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.** Recipient 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 Recipient's operations and products and completed operations.

**Automobile Liability.** Recipient 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 Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient'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.** Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient'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, Recipient will require the subcontractor 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 shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient'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 Recipient'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.

### **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 and subcontractors.

### **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*

**GREG CLIFTON**

*Attention (if applicable)*

**211 W. ASPEN AVE**

*Mailing Address*

**Flagstaff, AZ 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](http://socialserve.com) and keep the project listed with [socialserve.com](http://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.

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:  \_\_\_\_\_  
Digitally signed by Greg Clifton  
Date: 2023.06.23 15:46:18  
-07'00'

Joan Serviss  
or Ruby Dhillon-Williams  
or Keon Montgomery

Greg Clifton

TITLE: Director

TITLE: City Manager

DATE: 06/27/23

DATE: 6/23/2023

City of Flagstaff  
Funding Agreement | 801-23  
Arizona Department of Housing

ATTEST:



Digitally signed by Stacy  
Saltzburg  
Date: 2023.06.23 10:30:36 -07'00'

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CITY CLERK

APPROVED AS TO FORM:

Christina Rubalcava for

Digitally signed by Christina  
Rubalcava for

Date: 2023.06.22 13:11:39 -07'00'

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CITY ATTORNEY

**ATTACHMENT A  
SCOPE OF WORK**

The homeless services award will be comprised of Homeless Shelter and Services Funds (HSSF) and will allow the City of Flagstaff (**recipient**) to provide supportive services, overnight shelter, and move-in assistance to approximately 600 unsheltered persons experiencing homelessness.

**This contract award is contingent upon:**

- A. Serving unsheltered persons experiencing homelessness as follows:
  - 1. Assist approximately 600 unsheltered persons experiencing homelessness with supportive services, overnight shelter, and move-in assistance. Overnight shelter will include hotel/motel bed nights as emergency shelter for victims of crime who are unhoused due to their victimization, and temporary emergency shelter and transportation to people impacted by the closure of the “sober living” / residential facilities as part of Rainbow Bridge.
    - i. A minimum of 20 homeless households will receive move-in assistance to cover security deposits and application fees for quick housing occupancy.
    - ii. A minimum of 200 individuals will receive motel/hotel vouchers.
  - 2. Partner with local homeless and housing service providers to facilitate transitional housing and move-in assistance for households experiencing homelessness.
- B. Recipient shall begin project implementation no later than July 31, 2023.
- C. Perform all allowable activities within the period of performance from July 1, 2023 through June 30, 2024.
- D. Submit **quarterly** reports of the activities completed during the quarterly performance period and the data pertaining to unsheltered persons served on the Attachment B Performance Report Form (attached hereto).

**Project Funds**

The State has reserved \$840,000.00 from Homeless Shelter and Services Fund dollars for project funding per the budget expenditures identified in the Recipient's program proposal.



Arizona  
Department  
of Housing

HSSF

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION				Page 1 of 2	
Recipient	City of Flagstaff		Date		
Contract No	801-23	Contract Period: from July 1, 2023 to June 30, 2024	Revision		
Activity	Homeless Shelter Services - Vouchers and Case management		Month		
Recipient Address	211 W. Aspen Ave		City	Flagstaff	
Contact Person	Kristine Pavlik		Zip Code	86001	
Phone	928-213-2749	Email	<a href="mailto:kristine.pavlik@flagstaffaz.gov">kristine.pavlik@flagstaffaz.gov</a>	County	Coconino
Program Specialist		Email			
<b>Indicate adherence to contract or schedule changes Quarterly. Due by the 20th of the month following the Quarter end. See Below.</b>					
<b>Contract Schedule</b>		<b>Contract Date</b>	<b>Complete Yes/No</b>	<b>Modification Date</b>	
Execute ADOH Contract		6/30/2023			
Program Start Date		7/1/2023			
Submission of 1st Quarter Report		10/20/2023			
Submission of 2nd Quarter Report		1/20/2024			
Submission of 3rd Quarter Report		4/20/2024			
Submission of Final Quarter Report		7/20/2024			
Project Complete - Contract Expires		6/30/2024			
Project Final Request for Reimbursement and Close Out Reports Due		8/30/2024			
<b>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) 3. All Data on Data Ta RFP's should be submitted at a minimum every 6 months to remain compliant with HUD activity expenditure guidelines.</b>					
<b>Last RFP submitted on:</b>					
Recipient Authorized Signature		Date	Title		







Arizona  
Department  
of Housing

HSSF

Attachment C

Budget			
Recipient	City of Flagstaff		Date
Contract No	801-23	Contract Period: from July 1, 2023 to June 30, 2024	Revision No.
Activity	Homeless Shelter Services - Vouchers and Case management		
Recipient Address	211 W. Aspen Ave		City Flagstaff
Contact Person	Kristine Pavlik		Zip Code 86001
Phone	928-213-2749	Email <a href="mailto:kristine.pavlik@flagstaffaz.gov">kristine.pavlik@flagstaffaz.gov</a>	County Coconino
Program Specialist		Email	

**For specific allowable expenditures please refer to the Budget submitted with the Recipients FY2023 NOFA Response Proposal attached hereto.**

a	c	d	e	f	g	h
Budget Line Item or Activity No.	HSSF FY2023	HSSF FY2023	Source Program Year	Source Program Year	Source Program Year	TOTAL
Activity 1 - Administration	\$ 140,000.00					
Activity 2 - Project Specific		\$ 700,000.00				
Total	\$ 140,000.00	\$ 700,000.00				\$ 840,000.00



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

Recipient	City of Flagstaff	Date	
Contract No	801-23	Contract Period: from July 1, 2023 to June 30, 2024	Pay Req. No
Activity	Homeless Shelter Services - Vouchers and Case management		Direct Wire Dep
Recipient Address	211 W. Aspen Ave.		City
Contact Person	Kristine Pavlik	ZIP	86001
Phone	928-213-2749	Email	<a href="mailto:kristine.pavlik@flagstaffaz.gov">kristine.pavlik@flagstaffaz.gov</a>
Program Specialist		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.	HSSF FY2023	HSSF FY2023	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Act. 1 Administration	N/A	\$140,000.00			\$ 140,000.00		\$ 140,000.00
Act. 2 Project Specific	N/A		\$700,000.00		\$ 700,000.00		\$ 700,000.00
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
<b>Total</b>		\$140,000.00	\$700,000.00	\$ -	\$ 840,000.00	\$ -	\$ 840,000.00

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



F-4

**ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT -ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2**

Recipient		City of Flagstaff					Date	
Contract No		801-23					Pay Req. No	
Budget Line Item or Activity No	Description of Expense (List in according to funding source)	Paid (or Payable) to	Date Paid	Check # Invoice PO	Invoice Amount Charged to CDBG	Balance paid by other source	Name of other source	
Totals								