

CITY OF GLENDALE
MASTER SERVICES AGREEMENT FOR HOMELESSNESS SERVICES
FY 2020-2021

THIS MASTER SERVICES AGREEMENT FOR HOMELESSNESS SERVICES (“Agreement”) is executed this 22nd day of June, 2021 by and between, Central Arizona Shelter Services (CASS), an Arizona nonprofit corporation (“Subrecipient”), and the City of Glendale, an Arizona municipal corporation (the “City”).

RECITALS

- A. City has entered into one or more grant agreements with the United States Department of Housing and Urban Development (“HUD”) for financial assistance to conduct the Emergency Solutions Grant (“ESG”) Program pursuant to Subtitle B of Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act, 42 U.S.C. §§11371-11387, as amended, and the Rules and Regulations of HUD governing the conduct of ESG programs, found at Title 24 of the Code of Federal Regulations (“CFR”), Part 576, as amended, (the “ESG Rules and Regulations”);
- B. City has entered into one or more grant agreements with HUD for financial assistance to conduct the Community Development Block Grant (“CDBG”) Program pursuant to the Housing and Community Development Act of 1974, as amended, and the Rules and Regulations of HUD governing the conduct of CDBG programs, found at Title 24 of the Code of Federal Regulations (“CFR”), Part 570, as amended, (the “CDBG Rules and Regulations”);
- C. City has entered into one or more grant agreements with HUD for financial assistance to conduct additional ESG activities pursuant to the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020.
- D. As provided in the ESG and CDBG Rules and Regulations, City is authorized to contract by subgrant agreement with public entities or private non-profit entities for qualified activities and projects; and City desires to provide funding to assist Subrecipient in providing its Activity through the distribution of HUD Emergency Solutions Grants and Community Development Block Grant funds (“Funds” or “Funding”).
- E. Subrecipient desires to conduct Activity in accordance with this Agreement that will principally serve homeless persons within the community.
- F. City and Subrecipient agree that the Activity meets a priority need identified in the City’s Five-Year Consolidated Plan and the Funds designated for the Activity constitute reasonable and prudent assistance necessary for the completion of the Activity.
- G. City finds that a public purpose is served by the financial participation of the City and by providing the Funding designated for Subrecipient.

AGREEMENT

In consideration of the mutual promises, payments and other provisions hereof, City and Subrecipient agree as follows:

1. Subrecipient Activity.

- 1.1 Subrecipient will design, implement, operate, and/or complete – including providing all necessary or reasonable labor, materials, services, supervision, tools, equipment, licenses, and permits necessary to operate the Glendale Homelessness Alliance (the “Activity”), which is further defined with specificity in Exhibit A, Scope of Activity.
- 1.2 City may provide technical assistance upon request to Subrecipient in order for Subrecipient to assure it complies at all times with applicable federal provisions governing the use of Funds.
- 1.3 Activities funded by CDBG are limited to the following eligible activities, as defined in 24 CFR 570.200-206: acquisition and disposition of real property, public facilities and improvements, clearance and remediation, public services, interim assistance, payment of non-Federal share, urban renewal completion, relocation, loss of rental income, housing services, privately owned utilities, construction of housing, homeownership assistance, economic development, technical assistance, rehabilitation of privately owned residential, commercial and industrial properties, code enforcement, energy efficiency, historic preservation, lead-based paint activities, activities undertaken by Community Based Development Organizations, planning, and administration.
- 1.4 Expenditure of CDBG funds must further a CDBG National Objective, as defined in 24 CFR 570.208, with 70% of non-administrative funds expended on activities benefiting low-and-moderate income persons (the “Primary National Objective”).
- 1.5 Activities funded by ESG include, but are not limited to, the following broad eligible categories, as defined in 24 CFR 576.101-108: street outreach, emergency shelter, and homelessness prevention. Glendale Homelessness Alliance services include these and eligible sub-categories, such as eviction prevention, utility assistance, deposit assistance, diversion, family reunification, rapid re-housing, housing relocation and stabilization services, short-term and medium-term rental assistance, pet services, and Homeless Management Information System management. Specific activities to be completed under this Agreement are described in Exhibit A, Scope of Activity.

2. **Agreement Term.** This Agreement is effective **June 22, 2021** and will terminate on **June 30, 2023**. This Agreement may be amended at any time during the grant term if it is deemed by both parties to be advantageous to the mission of the grant program. This Agreement may be extended for up to two (2) additional years upon the agreement of both parties.

3. Funding Amount.

- 3.1 The City will fund to the Subrecipient for the full performance of this Agreement and the actual conduct of the Activity specified herein a total subgrant amount not to exceed **\$3,394,008.00**. This amount constitutes the entire consideration for the City’s participation in the performance and completion of all work to be performed for this Activity under this Agreement.

- 3.2 Funding under this Agreement will be made available in accordance with Exhibit B, Billing and Reporting Information, in such amounts and incremental distributions that are approved by the City for various phases of work. The City shall reimburse the Subrecipient only for actual incurred costs upon the presentation of properly documented reimbursement requests. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21 and the Uniform Guidance under 2 CFR 200.
- 3.3 Subrecipient's final request for financial assistance under this Agreement must be submitted to the City within thirty (30) days of the expiration or termination of this Agreement.
- 3.4 Subrecipient must make a concerted, good-faith effort to expend the total Funding amount specified above within the Agreement Term stated in Section 3.1. The Subrecipient's reimbursable costs and expenditures shall not exceed the total Funding amount. The City shall not be liable for or reimburse the Subrecipient for any extra costs or overruns on the Activity, or any additional Funding in excess of the total amount stated above.
- 3.5 Reversion of Funds. Subrecipient will return to the City, upon expiration or termination of this Agreement, any Funds that have not been expended, all Program Income, and any accounts receivable resulting from the use of Funds, including Program Income, within 30 days after the end of the Agreement Term. Any funds held by the City at the end of the Agreement Term or refunded to the City shall be reallocated by the City.
- 3.6 Matching Funds.
- a. The Subrecipient shall match partial funds provided in this Agreement.
 - b. In accordance with Sec. 416, 42 USC 11375, FY 2021-22 ESG Funds must be matched 100% with eligible sources. Eligible match sources are identified in 24 CFR §576.201. The commitment of match is for the amount of **\$195,430.00** as defined by the Match Letter attached as Exhibit G. In addition, CARES Act allows for matching funds waivers, which can be requested by the Subrecipient. All other Funds committed through this Agreement do not require a match.
 - c. The Subrecipient must keep records of the source and use of contributions made to satisfy the matching requirement in §576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs. (24 CFR §576.500).
 - d. Eligibility of matching fund sources shall be subject to review and approval by the City. In the event City determines that the Subrecipient's match funds are not in compliance with HUD regulations, policies or directives, the City may, in its sole discretion, either: 1) suspend this Agreement; or 2) reduce the total Funding amount in an amount proportionate to the ineligible match fund.
- 3.7 Program Income.

- a. Any Program Income, as that term is defined by 24 CFR §576.2 and 24 CFR 570.504, that is received by Subrecipient prior to grant close-out will be used to offset payment due in an amount directly proportional to the prorated share of ESG or CDBG Funds used. For purposes of the ESG program, program income spent shall constitute matching contributions in accordance with 24 CFR §§576.407 and 576.201. For the purposes of the CDBG program, program income in an amount less than \$25,000 each program year that this Agreement remains in effect, does not constitute program income, but shall be returned to the City within 30 days of receipt.
- b. Under this Agreement, “Program Income” refers solely to those funds derived from Subrecipient provided by the City and includes, but is not limited to, income received from the clients served for services performed or materials purchased. Documentation supporting the amount of Program Income received will be submitted with monthly billings.

4. Availability of Funds.

- 4.1 The provisions of this Agreement relating to the payment for services shall become effective when Funds assigned for the purpose of compensating the Subrecipient, as provided herein, are actually available to the City for disbursement.
- 4.2 If any action is taken by the federal government to suspend, decrease or terminate its fiscal obligation under, or in connection with this Agreement, the City may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the City shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The City shall give written notice of the effective date of any suspension, amendment or termination under this section. Notice shall be deemed effective upon Subrecipient when received or three days after postmarked by mail carrier, whichever is sooner.
- 4.3 In accordance with 24 CFR §576.203(b), the Subrecipient may request reimbursement from the City of that part of the Funding amount relating to a particular Activity no less than once per quarter and not more often than monthly. City shall review the claim and in accord with 24 CFR §576.203(c) and as further outlined in Exhibit B, shall reimburse Subrecipient for allowable costs within thirty (30) days after receiving Subrecipient’s complete payment request.

5. Subrecipient Warranties and Representation. The Subrecipient certifies:

- 5.1 Subrecipient is a duly organized non-profit corporation under the laws of Arizona. Subrecipient maintains and will continue to maintain throughout the term of this Agreement, a designation under state and federal law as a tax-exempt, nonprofit corporation.
- 5.2 Subrecipient’s governing body has duly adopted or passed as an official act, a resolution, motion, or similar action authorizing the person identified as the official representative of the Subrecipient to execute this Agreement and to comply with the terms of this Agreement.

- 5.3 That it possesses legal authority to execute this Agreement.
- 5.4 That it intends to provide the service for which Funds are granted under this Agreement for at least the Agreement term.
- 5.5 Utilize normal and customary practices for the delivery of the Subrecipient Activity, and provide a level of service that is consistent with the level of service for similar activities administered by the Subrecipient exclusive of this Agreement as defined by the Scope of Activity attached in Exhibit A.
- 5.6 That the Activity assisted under this Agreement is designed to give maximum feasible priority to activities that benefit program beneficiaries as defined in Exhibit A. Subrecipient must follow HUD guidelines for determining that persons and families meet the definitions of allowable beneficiaries under the ESG and CDBG programs. The Subrecipient shall conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for assistance. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 24 CFR § 576.400(d) and the written standards established under 24 CFR § 576.500(e). Beneficiaries of CDBG assistance will be presumed to be eligible for assistance on a limited clientele basis pursuant to 24 CFR 570.208(a)(2)(i)(A).
- 5.7 That the Activity will be carried out and administered in compliance with all federal laws and regulations as further described in Exhibit C. Subrecipient will comply with all applicable laws and regulations.
- 5.8 Subrecipient is independent of the City in all respects and is not an agent of the City and must not in any way represent itself as an agent of the City. The relationship of City and Subrecipient under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law. Nothing contained in this Agreement shall be construed to create the relationship between City and Subrecipient of employer and employee, partners or joint ventures. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance, as the Subrecipient is an independent contractor.
- 5.9 Subrecipient is not currently engaged in and agrees that for the duration of this Agreement it will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

6. Compliance with Laws and Regulations.

- 6.1 The Subrecipient will comply with the ESG and CDBG regulations as set forth in 24 CFR Part 576 and 24 CFR Part 570, respectively, as well as all applicable federal, state and local laws, statutes, ordinances, administrative rules, building codes, regulations and lawful orders of any public authority bearing on the performance of the Activity pursuant to this Agreement; including, but not limited to, 24 CFR Part 5, 2 CFR Part 200, and those identified in Exhibit C Federal Laws and Regulations.
- 6.2 Emergency Solutions Grants Program. Subrecipient shall comply with the McKinney-Vento Homeless Assistance Act as amended by the HEARTH ACT of 2009 (42 U.S.C. §§ 11371- 11378),

and will acknowledge that the funds being provided by the City for said activity are received by the City pursuant to Title 42 of the U.S. Code, as well as Title 24, Part 576 of the Code of Federal Regulations. Expenditures of these funds will be in accordance with ESG Program related laws and with all pertinent regulations issued by agencies of the federal government.

- a. ESG Client Eligibility. Subrecipient must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under §576.400(d) and the written standards established under §576.400(e). CARES Act waivers allow that an individual or family's income may not exceed 50% of area median income (AMI) and shall apply to activities funded under the CARES Act allocations associated with the Funding in this Agreement.
 - b. CDBG Client Eligibility. CDBG program beneficiaries will be qualified for assistance under this Agreement on a limited clientele basis pursuant to 24 CFR 570.208(a)(2)(i)(A). Subrecipient will verify and certify that CDBG program beneficiaries qualify as homeless as sole justification of eligibility under the CDBG program.
 - c. Annual Income. When determining the annual income of an individual or family for ESG assistance, the Subrecipient must use the standard for calculating annual income under 24 CFR §5.609 as outlined in 24 CFR §576.401(c). Program beneficiaries of CDBG funds qualify as low and moderate income on a limited clientele basis pursuant to 24 CFR 570.208 (a) (2) (i) (A).
 - d. Re-Evaluations for Homelessness Prevention and Rapid Re-Housing Assistance. The Subrecipient must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every six (6) months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance as outlined in 24 CFR §576.401(b).
 - e. Terminating Assistance. If a program participant violates program requirements, the Subrecipient may terminate the assistance only as outlined in 24 CFR §576.402.
 - f. Case Management. The Subrecipient shall follow the requirements for housing stability case management outlined in 24 CFR §576.401(e).
- 6.3 Standards of Excellence. The Subrecipient will measure its performance in alignment with the Standards of Excellence and System Performance measures established by the Continuum of Care in accordance with the U.S. Department of Housing and Urban Development (HUD) guidelines.
- 6.4 Coordinated Entry. The Subrecipient will comply with the requirements of the McKinney- Vento Homeless Assistance Act as amended by the HEARTH ACT of 2009 by implementing a coordinated entry system via the Continuum of Care. The Subrecipient shall coordinate and integrate, to the extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care as set forth in 24 CFR §576.400(b) and with mainstream resources as set forth at 24 CFR §§576.400(c) and 576.401(d).

- 6.5 Homeless Management Information System. The Subrecipient shall participate in the Homeless Management Information System (HMIS) for purposes of compiling and reporting on clients served and related outcomes. The Subrecipient shall enter client information into HMIS or other Continuum of Care-approved comparable database in accordance with Continuum of Care timeliness standards. For non-HMIS sub-contracting agencies, CASS will collect data into a separate system, and the information will be compiled.

Participation of Homeless Persons. Subrecipient shall involve not less than one person with lived experience of homelessness on the board of directors or other equivalent policymaking entity of the agency, when Subrecipient considers and makes policies and decisions regarding any facilities, services, or other assistance that receive ESG funds. Subrecipient shall involve through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this Agreement as outlined in 24 CFR §576.405 in accordance with 42 USC §§ 11375(d) and (c)(7).

- 6.6 Uniform Administrative Requirements. The Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Final Guidance and the provisions of 2 CFR Part 200.

- 6.7 Single Audit Act Requirements. If Subrecipient receives federal funds that, in the aggregate, equal or exceed the threshold identified in the Uniform Administrative Requirements, the Subrecipient must have an annual single audit in compliance with the Single Audit Act of 1984, as amended (Public Law No. 98-502 (codified at 31 U.S.C. §§7501, et. Seq.) Subrecipient shall comply with 2 CFR Part 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the City when completed but no later than nine months following the close of the fiscal year. Subrecipient shall take corrective actions on any issues noted during the audit within six months of the date of receipt of the reports. The City shall consider sanctions as described in 2 CFR §200.505 if the Subrecipient is not in compliance with these audit requirements.

If Subrecipient receives an audit other than a single audit, Subrecipient must file a copy of the audit with the City upon request.

- 6.8 Conflicts of Interest. Both parties acknowledge that no member of the governing body of the City or any employee of the City or the Subrecipient who exercises any functions or responsibilities in connection with the carrying out of the Activity to which this Agreement pertains has any personal interest direct or indirect in this Agreement.

- 6.9 Prohibition on Certain Conditions for Assistance. The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the Subrecipient or a parent or subsidiary of the Subrecipient. For the procurement of goods and services, the Subrecipient must comply with the codes of conduct and conflict of interest requirements under 24 CFR §84.42 and 2 CFR §200. For all other transactions, the Subrecipient shall follow the restrictions outlined in 24 CFR §576.404(b)(1-13). All subcontractors of the Subrecipient must comply with the same requirements of this section.

- 6.10 Certifications. Subrecipient must execute the following certifications, which are attached as Exhibit F, Certifications:
- a. Policy of Nondiscrimination on the Basis of Disability.
 - b. Anti-Lobbying, Section 319 of Public Law 101-121.
 - c. Contracting with Small and Minority Firms, Women’s Business Enterprises and Labor Surplus Area Firms.
 - d. Drug-Free Workplace Act of 1988.
 - e. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions.
- 6.11 Procurement. As applicable, Subrecipient will comply with the Federal Procurement Code, and the City’s procurement, mediation and right of refusal requirements.
- 6.12 Cooperative Use of Contract. This Agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>
- 6.13 Environmental Review. The City will complete all environmental review requirements as required by 24 CFR Part 58. The Subrecipient will comply with all applicable Federal, State and local environmental laws applicable to this activity, and will work with the City to ensure compliance with these laws and related requirements.

7. Cost Disallowances.

- 7.1 The Subrecipient shall, upon written notice thereof, reimburse the City for any payments made under this Agreement that are disallowed by a federal, State or City audit, or monitoring in the amount of the disallowance, as well as court costs and attorney’s fees the City spends to pursue legal action related to the disallowance. Court costs and attorney’s fees incurred will be specifically identified, as applicable, to the recovery of the disallowed costs in question.
- 7.2 If the City determines that a cost for which payment has been made is a disallowed cost, the City will notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the City, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the City.
- 7.3 If the City determines that Subrecipient has failed to follow a federal or state law relative to the activity provided under this Agreement, the City may, at its discretion, require the Subrecipient to repay the entire amount of the Agreement; except as otherwise noted in this Agreement.

8. Physical Improvements. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84, 2 CFR 200, and 24 CFR 570.502-504, as applicable, which include but are not limited to the following:

- 8.1 Any physical improvements over \$5,000 must be secured by a promissory note, lien document, special warranty deed and deed of trust as specified in the Loan Documents. In addition, a fixed assets listing must be maintained in accordance with federal regulations for the full compliance period. Annual physical inventory must be conducted to ensure the property is still in condition and use as required by the ESG and CDBG programs.
- 8.2 Real property under the Subrecipient's control that was acquired or improved in whole or in part with ESG or CDBG funds must be used in accordance with the terms of this Agreement and 24 CFR 576.102 and 24 CFR 570.505, respectively, for a period of time specified in the regulations, or for such longer period of time as determined to be appropriate by the City.
- 8.3 After expiration of the required use period, Subrecipient is free to use the real property for another use without obligation to the City or compliance with the Program Regulations.
- 8.4 If the real property that was acquired or improved is not used in accordance with ESG or CDBG guidelines, as applicable, the Subrecipient shall repay the City in accordance with the terms of loan documents, and as outlined in 2 CFR Part 200.

9. Reporting.

- 9.1 Subrecipient will provide to the City, not later than the last business day of each month, written progress reports of its activities related to the Activity. On or before July 31st of each year and within thirty-one (31) days of the date of termination of this Agreement, Subrecipient will provide to the City a comprehensive report covering the agreed-upon objectives, activities, and expenditures for each fiscal year ending June 30th. Subrecipient will cooperate with the City for completion of the Consolidated Annual Performance and Evaluation Report.
- 9.2 In addition to the performance measures provided in Exhibit A, Subrecipient will keep records of and report for statistical purposes:
 - a. The ethnicity and racial background of all persons served by the Activity;
 - b. The number of low and moderate-income persons, as these terms are defined by federal income limits, served by the Activity, which are set forth in their current form in Exhibit D;
 - c. The number of elderly and disabled served by the Activity; and
 - d. Information about family size and the number of female heads of household served by the Activity.

10. Recordkeeping and Accounting.

- 10.1 The Subrecipient shall maintain accurate financial and service delivery records pertinent to the

Activity to be funded under this Agreement. The Subrecipient's books, records and other documents related to this Agreement shall be sufficient to support and document that allowable services were provided to eligible participants. Records shall support that costs incurred were reasonable and allocable to the Activity under this Agreement.

10.2 Accounting Standards. Subrecipient agrees to comply with 2 CFR Part 200, as applicable, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary documentation for all costs incurred.

10.3 Retention. Subrecipient will retain all Activity and related financial records under this Agreement for a period of six (6) years after completion of the Activity and satisfaction of grant requirements.

a. Records of non-expendable property acquired with the ESG funds, and related records documenting the use of said property will be retained for six years after final disposition of such property.

b. Records for any displaced person must be kept for six (6) years after receipt of final payment.

c. Notwithstanding the above, if there is investigation, administrative action, litigation, or similar actions involving the Activity, all existing records must be maintained for one year after the final disposition of the matter or the expiration of the required six-year retention period, whichever occurs later.

d. Where ESG Funds are used to renovate an emergency shelter or to convert a building into an emergency shelter and the costs charged to the ESG grant exceed 75 percent of the value of the building before renovation or after conversion, records must be retained for 10 years per 24 CFR 576.500(y).

10.4 Access to Records. Subrecipient will provide the City, HUD and/or their representatives access for purposes of monitoring, auditing, and examining performance to all pertinent records, books, documents and papers of the Activity and Subrecipient's performance or financial condition. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. However, nothing herein will be construed to require access to any privileged or confidential information in contravention of federal or state law.

11. Acknowledgment of City's Participation. Subrecipient will acknowledge the contribution of the City's ESG and CDBG Programs in all published literature, brochures, activities, fliers, on-site signage, etc., during the term of the Agreement.

12. Non-Discrimination.

12.1 The Subrecipient must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

12.2 The Subrecipient must not discriminate against any client, applicant or resident on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

13. Right to Refuse Assistance. In addition to the right to terminate this Agreement pursuant to Section 24 of this Agreement, the City also reserves the right to refuse, terminate, or suspend assistance or accounts to an individual, company, Subrecipient or subcontractor, if the City believes that conduct or actions violate applicable law, is harmful to the interests of the City and its affiliates, or meets the criteria covered under City's Right to Refuse Assistance Policy. Legal counsel will be consulted before such action is undertaken, unless an emergency exists.

14. Safeguarding Participant Information. The use or disclosure by any Party of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the conduct of this Agreement. Subrecipient shall safeguard the confidentiality of this information. Subrecipient shall include a clause to this effect in all subcontracts. Subrecipient shall ensure the confidentiality of client data pertaining to the provision of family violence prevention or treatment services as outlined in 24 CFR §576.500(x).

15. E-verify, Records and Audits. To the extent applicable under A.R.S. §41-4401, the Subrecipient warrants its compliance and that of its subcontractor with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. §23-214(A). The Subrecipient or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Subrecipient warrants to keep their respective papers and records open for random inspection during normal business hours by the City. The Subrecipient shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

16. Lobbying

16.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into an Agreement, and the extension, continuation, renewal, amendment or modification of any federal contract or grant.

16.2 If any funds, other than federal appropriated funds, have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract or grant, the Subrecipient shall complete OMB Form- LLL, "Disclosure of Lobbying Activities" in accordance with 31 USC §1352.

17. Religious Activities. The Subrecipient agrees that none of its costs and none of the costs incurred by any vendor paid for from the federal funds will include any expense for any religious activity; including,

but not limited to, worship, religious instruction, or proselytization. If the Subrecipient is a primarily religious or faith-based organization, funds provided under this Agreement are subject to the provisions of 24 CFR §576.406.

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

19. Indemnification and Hold Harmless.

19.1 Should Subrecipient perform any work knowing it to be contrary to the applicable laws, ordinances, rules, or regulations it will assume full responsibility to correct the noncompliance and bear all costs, fees, or penalties resulting therefrom. Subrecipient shall be solely responsible for all damages to persons or property that occur as a result of negligence or fault of the Subrecipient in connection with the performance of the Activity pursuant to this Agreement.

19.2 Subrecipient will indemnify, defend, and hold harmless the City, and its elected officials, agents and employees, hereinafter collectively referred to as City, from all claims and suits, actions, loss, damage, expense, costs or claims, of any character or any nature, including attorneys' fees and costs of litigation, which arises out of any act or omission, or work done in fulfillment of the terms of this Agreement or an account of any act, omission, claim or amount arising or recovered under Workmen's Compensation Law, or arising out of the failure of the Subrecipient or those acting under the Subrecipient to conform to any statutes, ordinances, regulations, law or court decree.

19.3 It is the intent of the parties to this Agreement that the City, its elected officials, agents, and employees will, in all instances, except for loss of damage resulting from the sole negligence of the City, be indemnified against all liability, loss, or damage of any nature whatever for or on account of any injuries to or death of person or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Agreement, regardless of whether or not the liability, loss or damage is caused in part by, or alleged to be caused in part by, but not solely, the negligence or fault of the City. It is agreed that the Subrecipient will be responsible for primary loss investigation, defense and judgment costs where this Agreement of indemnity applies.

20. Conflicting Provisions. If either Party discovers that any part of the Agreement is in conflict with any laws, statutes, ordinances, rules, building codes, regulations or lawful orders of a public authority, Subrecipient will promptly notify the City, in writing, of such conflict, specifying any necessary changes to the Agreement or work to eliminate the conflict.

21. Insurance.

21.1 Subrecipient has provided evidence of insurance as Exhibit E, Insurance Certificate. Subrecipient shall ensure that this insurance remains in effect for the entire term of this Agreement. Subrecipient will submit a certificate demonstrating insurance with the same or greater coverage limits has been renewed or otherwise obtained if the policy or certificate appended as Exhibit E expires prior to the conclusion of the term of this Agreement.

21.2 The City will be named in all insurance policies specifically relating to the Activity as a named

insured and as an additional named insured in all other required policies.

21.3 Required certificates of insurance must provide for a 30-day notice to the City prior to the effectiveness of any cancellation, non-renewal, or material change.

21.4 Subrecipient shall comply with the insurance and bonding requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

22. Amendments. This Agreement may be amended upon the consent of both parties. All amendments to this Agreement shall be in writing and signed by authorized signers for both parties. Amendments must be requested in writing at least sixty (60) days prior to Agreement expiration.

23. Assignment and Subcontracting. No right, liability, obligation or duty under this Agreement may be assigned, delegated, transferred or subcontracted, in whole or in part, without the prior written approval of the City. The Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated or subcontracted, in whole or in part, unless the City agrees, in writing, otherwise. Subrecipient will exercise due diligence to inform its subcontractors of all required CDBG, ESG and CARES Act requirements necessary to effectuate this Agreement and all other agreements executed between Subrecipient and its subcontractors. Notwithstanding the other requirements of this Agreement, Subrecipient may engage with any qualified subcontractor it deems necessary to effectuate the Scope of Activity in a timely and effective manner

24. Termination; Suspension.

24.1 In accordance with 24 CFR §85.43 and 2 CFR §200 , the City may suspend or terminate this Agreement without providing notice and/or opportunity to cure, and take other remedies legally available including a refund of previously tendered Funds, should Subrecipient violate or fail to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of funds provided under this Agreement; or
- d. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

24.2 Notwithstanding this section, the City's decision to waive or defer compliance with any term or condition of the Subrecipient's required performance under this Agreement does not act, nor will it be deemed or interpreted to act as, a waiver or deferment of the City's right to terminate and to receive its refund based upon the Subrecipient's non-compliance with any term or condition of this Agreement or subsequent non-compliance with the same term and condition.

- 24.3 The City or Subrecipient may terminate this Agreement for convenience without cause upon a 30-day notice. The party initiating the termination will notify the other party in writing stating the reasons for such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the City, become the property of the City, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
- 24.4 The City may suspend this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein.
- 24.5 This Agreement is subject to the provisions of A.R.S. §38-511 and may be canceled without penalty or further obligation by the City if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of any other party to this Agreement in any capacity or consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

25. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered according to the current American Arbitration Association’s Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

26. General Provisions.

- 26.1 This Agreement supersedes any and all other Agreements or understandings, either oral or in writing, between the parties hereto and contains all the covenants and Agreements between the parties with respect to such employment in any manner whatsoever.
- 26.2 Each party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other Agreement or amendment hereto will be effective unless executed in writing and signed by both the City and Subrecipient.
- 26.3 This Agreement will be governed by and construed in accordance with the laws of the State of Arizona and all applicable federal laws and regulations.

27. Notices. It is hereby agreed that subsequent to the execution of this Agreement, the City’s Community Services Department, through its Community Revitalization Division, will represent the City in the administration of this Agreement. All notices required or permitted to be given under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

To: City Manager, City of Glendale
5850 West Glendale Avenue

Glendale, Arizona 85301

With a Copy To: Community Revitalization City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

With a Copy To: City Attorney City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

27.1 The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provision of this Agreement.

27.2 The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

28. Exhibits. The following exhibits are incorporated by this reference.

Exhibit A: Scope of Activity
Exhibit B: Billing and Reporting Information
Exhibit C: Federal Laws and Regulations
Exhibit D: Income Limits
Exhibit E: Insurance Certificate
Exhibit F: Certifications
Exhibit G: Match Letter
Exhibit H: Subrecipient's Proposal

(Signatures on the following page)

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

CITY OF GLENDALE, an Arizona
municipal corporation

By: Kevin R. Phelps Its:
City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Central Arizona Shelter Services, Inc.
an Arizona non-profit corporation

By: _____

Its: _____

EXHIBIT A
SCOPE OF ACTIVITY
(FY 2020-2021)

A. Subrecipient Name. Central Arizona Shelter Services

1. Federal Tax ID No. 86-0500753
2. DUNS No. 148801558
3. CAGE Code: 5QS15
4. Federal Contract Award Status (sam.gov): No Active Exclusions; registration expires 9.16.21
5. CFDA No. 14.231

B. Activity Name. Subrecipient will be responsible for administering the Glendale Homelessness Alliance (GHA) in a manner satisfactory to the City, and consistent with all standards required by the ESG and CDBG Program Regulations as a condition of providing these funds.

C. Activity Description. CASS shall operate the Master Services Agreement both as a provider of services, and administering and overseeing partner agencies who are receiving funding as sub-recipients under the MSA. The GHA will bring together 20 agencies, including sub-contractors and other partners to create a full continuum of service expertise and resources focused on preventing, intervening, and working to achieve functional zero for homelessness in the City of Glendale.

D. Address/Specific Location of the Proposed Activity. Subrecipient will undertake the activity at various locations in Maricopa County with several activities occurring at the Norton Ramsey Social Justice Empowerment Center located at 7031 N. 56th Ave, Glendale, AZ 85301.

E. Geographical Service Area of Activity. If the proposed activity does not provide benefit on a “citywide” basis, provide address, census tract(s), block group(s), zip code(s), etc. of the proposed activity service area. Program activities will be carried out on a County-wide basis depending on the needs of specific clients and Glendale residents.

F. ESG Activities. The activities funded with ESG funds will include:

- Renovation, rehabilitation and conversion of buildings into homeless, emergency shelters or transitional housing for homeless
- Shelter Operating Expenses
- Essential Services
- Homelessness Prevention
- Rapid Rehousing
- Street Outreach
- HMIS

G. CDBG National Objective(s). All program beneficiaries will qualify as low-and-moderate on a limited clientele (LMC) basis.

H. Homeless Definition. Subrecipient will utilize the following method to verify that persons to be served meet the definition of homeless under the ESG regulations: All ESG definitions of homelessness will be allowed to carry out activities within this scope of services.

I. Certifications.

1. The Subrecipient certifies that the activity carried out under this Agreement will meet the ESG

objectives by providing: street outreach, shelter, homelessness prevention, rapid rehousing, and other essential services.

2. Subrecipient will align with the Continuum of Care requirements for utilization of a Coordinated Entry system as follows: CASS will maintain participation in Maricopa County CoC and meet all CoC/HMIS related data requirements.

J. Levels of Accomplishment – Goals and Performance Measures. The Sub recipient agrees to provide the following services with the following goals. Goals and measures will be closely tracked and adjusted quarterly as the program is implemented. Baselines in some areas will need to be established for measurements with the sub-recipients and will be added to reporting measurements, as well as adjusted based on actual sub-recipient performance.

Activity	Units of Service	Service Type	AGENCY PARTNERS	LEAD SERVICE PROVIDER AGENCY (collects data, measures impact, and suggests course corrections to the Glendale Homeless Alliance partners)
Number of clients served monthly through the NREC with homeless prevention, interventions, and supportive services	150 individuals monthly	Employment: jobs, vocational training, and GED services Medical care Mental health care Housing assistance (rental, utility, rapid rehousing, eviction prevention) Outreach (street engagement for information and referral, access point, resource vouchers, transports, community response, in-kind item distribution)	Phoenix Rescue Mission; St Joseph the Worker Circle the City Resilient Health, CBI CASS, PRM, A New Leaf, CBI, Family Promise, Justa Center, Lutheran Social Services PRM, CBI, US Vets	CASS Arthur Morales, Glendale Program Manager Jennifer Sikorski, Program Coordinator Glendale Data Coordinator (TBD) Summer Tracy, Senior Accountant Mary Glennon, Director of Programs Terry Smith, Chief Operating Officer

		ID Assistance	Homeless ID Project; PRM	
Total clients served monthly through the Glendale Homeless Alliance	Monthly baselines will be established among the partners in each category, then built into the reporting	Homeless Prevention Homeless Intervention Street outreach Pet Support Criminal Justice Diversion Food boxes Case management Shelter beds Housing support (RRH, short term flexible, TBRA) Emergency Housing Vouchers Benefits assistance	All Partners	CASS
Outreach events	Quarterly	Quarterly open houses at the NREC Participation in Glendale and other community sponsored outreach events, including Project Connect events that the VSUW plans to restart	All Partners	CASS
24/7 Service Line calls	Monthly projections will be established as the 24/7 service line	The 24/7 line will be operated by CASS	CASS PRM CBI	CASS

	becomes operational			
Workforce and education training and job placement	150 employed annually 100 supported through Glendale Works, as well as vocational and educational training	Resume and job training, and job placement Day work program via Glendale Works, vocational training, GED training	St. Joseph the Worker PRM	PRM and CASS
Total people diverted from homelessness and/or who get support with one time rental or related assistance to end their homelessness, using CASS' established flexible financial assistance program	250 individuals	Eviction prevention Deposit or utility assistance Bus tickets for family reunification Rental assistance	Partner agencies referrals from CBI, A New Leaf, Justa Center, PRM, Human Services Campus, UMOM, Native American Connections	CASS
Total supported with PRM housing assistance	153 individuals 10 families	Six-month housing vouchers Kick starter vouchers Hotel stays Supported housing placements	Partner agencies can make referrals to the program	PRM
Street Outreach Services	100 engagements monthly	Mobile street outreach	CBI PRM US Veterans	PRM
Total annual emergency beds nights to Glendale residents, including in treatment centers, hotels, churches or shelters	Monthly baselines will be established among the partners who currently shelter Glendale residents, then tied to goals to expand access		Adults: CASS A New Leaf LSS Families: Family Promise Homeward Bound Veterans: US Vets	CASS

	<p>Families projected: 35-50 annually</p> <p>Individuals sheltered at CASS from Glendale: current 150</p> <p>Pregnant and partnering moms: 25</p>		<p>Ozanom Manor</p> <p>Pregnant and Parenting Moms: Maggie's Place</p>	
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J. Client Eligibility.

For emergency shelter and housing placement for people experiencing homelessness, client eligibility will be documented by clients completing a HUD documentation of homelessness form, which captures client demographics including family size when relevant, and other eligibility requirements that are documented in the Homelessness Management Information System (HMIS) or comparable database.

CASS documents Glendale residency in HMIS based on the zip code provided by the client during their shelter intake. Clients provide the following information: “Zip code of last permanent residence” and “Last 3 cities of known residence.” Shelter staff works with the client to determine the most recent place they slept inside, including the homes of friends and family. It is often difficult to identify the moment and place that a person’s homelessness began because of the transient nature of homelessness. Many we serve spend weeks or months traveling in search of their next meal, odd job, or place to sleep before arriving at CASS. The number of Glendale residents served at CASS is likely underreported due to the considerable limitations of the HMIS “Zip Code of Last Permanent Residence” section.

Sub-recipient providers that use HMIS will use similar documentation standards, based upon HUD eligibility standards for each program type.

K. Activity funding and eligible expenses. ESG and CDBG funds will pay for: Subrecipient will complete several ESG and CDBG-eligible activities to include: street outreach, rapid rehousing, short and medium term rental assistance, homelessness prevention (including diversion), essential services (as defined in ESG regulations at 24 CFR Part 576), housing and homeless navigation, shelter operations and services, hotel vouchers, pet care, Healthy Giving, storage solutions, transportation and other services as described in the Subrecipient’s proposal in its response to the City’s Request for Statements of Qualifications (RSOQ). In providing these services, the Subrecipient may expend funds on personnel costs, equipment, utilities, consulting fees, software and technology, program supplies, operational costs (including maintenance and repair of facilities), direct assistance to program beneficiaries (including rent, deposits, credit checks, rental application fees, legal fees and others considered to be essential service costs under the ESG Program regulations).

Reimbursement of expenses incurred by the Subrecipient and its subcontractors will be made directly to the Subrecipient. Subrecipient and its subcontractors may expend funds for these activities in any combination necessary to effectuate the scope of work as outlined in the City’s RSOQ and the Subrecipient’s proposal. The initial budget for the Program will align with the budget in the Subrecipient’s proposal and may be modified through administrative review and approval by designated City staff and tracked as changes occur throughout the term of the Agreement. City Council approval shall not be required for changes in the budget, provided that the changes fit within the scope of the original approved proposal. The City must approve all Subrecipients.

L. Amount and Source of ESG 100% Match Required Commitment. \$195,430 from non-federal sources as described in Subrecipient’s proposal.

M. Subrecipient Staff Contact Information.

Activity Contact	Accounting Contact
Name: Terry Smith	Name: Mark Bustamante
Title: COO	Title: Finance Director
Subrecipient: CASS	Subrecipient: CASS
Address: 230 S. 12 th Ave.	230 S. 12 th Ave.
City, State, Zip: Phoenix, AZ 85007	Phoenix, AZ 85007
Telephone No.: 480-529-3372	Telephone No.: 602-295-7575
Email: tsmith@cassaz.org	mbustamante@cassaz.org

N. Estimated Activity Timeline.

Task	Completion Date
Initiate Activity	7/1/2021
Identify/Qualify Clients	7/1/2021-6/30/2023
Provide Services	7/1/2021-6/30/2023
Year-End Reporting	7/31/2022 and 7/31/2023
Final Closeout	7/31/2023

O. Budget. The initial budget for the Program will align with the budget in the Subrecipient’s proposal, as defined in Exhibit H of this Agreement, and may be modified through administrative review and written approval by the City. Modifications may be proposed by the City or the Subrecipient, and will be based on review of the Program’s key performance indicators and other data that support the requested reallocation of funds. Further, modifications will be tracked by both parties as funding reallocations occur throughout the term of the Agreement. The City’s total financial obligation under this Agreement shall not exceed \$3,394,008.00 as further described in Section 3.1 of this Agreement.

EXHIBIT B

BILLING AND REPORTING INFORMATION FY 2020-2021

Subrecipient will be responsible for billing costs incurred and results achieved under the (“Activity”) consistent with any standards required by Emergency Solutions Grant (“ESG”) and Community Development Block Grant (“CDBG”) program regulations as a condition of providing these funds.

1. **Monthly Billings:** Subrecipient will complete monthly billings in accordance with the following requirements.

- 1.1 A letter requesting reimbursement of expenditures will be prepared on the Subrecipient’s letterhead. The Subrecipient will use the content and format of the letter prescribed by the City. This letter will be reviewed and signed by the Subrecipient’s executive director (or authorized signatory). Reimbursement requests will be submitted on a **MONTHLY** basis. (Note: the City may approve exceptions to allow quarterly billings on a case-by-case basis. Subrecipient will submit a written request and justification to support the need to bill quarterly instead of monthly.)
- 1.2 The Activity budget spreadsheet summarizing monthly and year-to-date expenses will be prepared and submitted with each request for reimbursement. This report will also account for other resources utilized under this activity.
- 1.3 Copies of all supporting documents will be submitted with the reimbursement request. The Subrecipient will work closely with the Activity liaison to establish the specific documentation requirements for this Agreement. Examples of supporting documentation include copies of timesheets, pay stubs, mileage reports, invoices, statements, receipts, etc.
- 1.4 The City’s reimbursement process will take approximately two to three weeks to complete; the first reimbursement request can take a little longer to process. If the reimbursement procedures noted above are not followed correctly, the City may return the reimbursement request to the Subrecipient for revisions, or hold the request until all reimbursement requirements have been met. This will delay the reimbursement process.

2. **Monthly Report on Accomplishments and Demographics:**

- 2.1 A monthly demographic report on Glendale residents served, including accomplishments and units of service delivered, will be submitted by the last business day of the following month. Failure to file this demographic report timely could also delay the reimbursement process.
- 2.2 The City will provide the Subrecipient with the specific formats to be used for reimbursement requests/performance reports. These formats will be used by the Subrecipient unless otherwise authorized.

3. **Activity Final Completion Report:**

- 3.1 Public Service Activities: Report On “Performance Measures” for Actual Activity “Outcomes.” The report on “Performance Measures for Actual Activity Outcomes,” is due by July 31st of each year. This report will identify the “actual outcomes” produced by the Subrecipient under this activity over the past program year. “Actual outcomes” will be measured by and against the “proposed outcomes and performance measures” that were established by the Subrecipient at the beginning of the program year.
- 3.2 Physical Improvement Activities: Report On “Performance Measures” for Actual Activity “Outcomes.” The report on “Performance Measures for Actual Activity Outcomes,” is due 30 days after completion of the physical improvement activity. This report will identify the “actual outcomes” produced by the Subrecipient under this Activity after completion of the physical improvements. “Actual Outcomes” will be measured by and against the “proposed outcomes and performance measures” that were established by the Subrecipient at the beginning of the program year.

EXHIBIT C

FEDERAL LAWS AND REGULATIONS

FY 2020-2021

1. **Applicability of Uniform Administrative Requirements.** The parties should comply with all administrative requirements, cost principles, and audit requirements as provided in 2 CFR Part 200 in compliance with the Final Guidance issued by U.S. Department of Housing and Urban Development on Feb. 26, 2015 (Notice: SD-2015-01)
2. **Equal Opportunity.**
 - 2.1 The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity receiving Federal financial assistance by way of grant, loan, or Agreement and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Subrecipient, this assurance will obligate the Subrecipient, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
 - 2.2 The Subrecipient agrees to comply with Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
 - 2.3 The Subrecipient agrees to comply with Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the United States will, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, any activity funded in whole or in part with the Community Development funds. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), will also apply to any activity funded in whole or in part with funds made available pursuant to the Act.
 - 2.4 The Subrecipient agrees to comply with Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.
 - 2.5 The Subrecipient agrees to comply with Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contractors.

- 2.6 Affirmative Outreach. In accordance with 24 CFR §576.407, the Subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the Subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the Subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The Subrecipient must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities.
- 2.7 The Subrecipient agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the HUD regulations issued pursuant thereto (24 CFR Part 135) as follows:
- a. The work to be performed under this Contract is on a project assisted under an activity providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u); Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the project.
 - b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
 - c. The contractor will send to each labor organization or representative or workers, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - d. The contractor will include this Section 3 clause to every subcontract for work in connection with the project and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract, will be a condition of the Federal financial assistance provided to the project.

3. Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development – Effectuation of Title VI of the Civil Rights Act of 1964.

- 3.1 The Subrecipient shall, as a recipient of HUD financial assistance, take reasonable steps to provide meaningful access to Limited English Proficiency (LEP) persons. (24 CFR §576.407). This requirement shall extend to the Subrecipient’s entire activity regardless of how much HUD assistance is received.
- 3.2 In order to determine what reasonable steps must be taken to provide meaningful access to LEP persons, the Subrecipient should apply HUD’s four-factor analysis.
 - a. Identify the number or proportion of LEP persons eligible to be served or likely to be encountered by the activity or Subrecipient.
 - b. Identify the frequency with which LEP persons come in contact with the activity.
 - c. Consider the nature and importance of the activity or service provided by the activity to people’s lives.
 - d. Identify the resources available to the Subrecipient and the costs associated with providing meaningful access to LEP persons.
- 3.3 The Subrecipient must determine what language assistance measures are sufficient for the activity funded with HUD funds. The Subrecipient shall have flexibility in addressing the needs of the LEP persons served; however, this cannot be used to minimize the obligation that the needs be addressed. The Subrecipient is not required to take measures that would be a cost burden or cost prohibitive to the Subrecipient.
- 3.4 Efforts to take reasonable steps to provide meaningful access to LEP persons must be documented in the Subrecipient’s records and be made available upon request.

4. **Section 504.** The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program.

5. **Subcontracting.** All work or services covered by this Agreement, which is subcontracted by the Subrecipient, will be specified by written Agreement and subject to all provisions of this Agreement. All subcontracts must be approved by the City prior to execution.

6. **Interest of Certain Federal Officials.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Interest of Members, Officers or Employees of the Subrecipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the Subrecipient or its designees or agents, no member of the governing body of the locality in which the activity is situated, and no other public official of such locality or localities who exercises any functions or

responsibilities with respect to the activity during his tenure or for one year thereafter, will have any interest, direct or indirect, in any Agreement or subcontract, or the proceeds thereof, for work to be performed in connection with the activity assisted under this Agreement.

7. **Lobbying.** Grant funds shall not be used for publicity or propaganda purposes designed to support or defeat legislation proposed by federal, state, or local governments.
8. **Hatch Act.** The Subrecipient agrees to comply with all provisions of the Hatch Act and that no part of the activity will involve political activities, nor will personnel employed in the administration of the activity be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.
9. **Compliance with Environmental Requirements.** The Subrecipient agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR §58.5 insofar as the provisions of such Act apply to activities set forth in the Statement of Work.
10. **Compliance with Flood Disaster Protection Act.**
 - 10.1 This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program will be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.
 - 10.2 Any Agreement or agreement, Agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to financial assistance for acquisition or construction purposes under Section 102(2) of Flood Disaster Protection Act of 1973. Such provisions will be required notwithstanding the fact that the construction of such land is not itself funded with assistance under this Agreement.
11. **Compliance with Environmental Laws.**
 - 11.1 This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; and the regulations of the Environmental Protection Subrecipient with respect thereto, at 40 CFR Part 15, as amended from time to time.
 - 11.2 In compliance with said regulations, the City will cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

- a. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40CFR §15.20.
 - b. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
 - d. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraphs (a) through (d) of this section in every nonexempt subcontract and requiring the contractor to take such action as the Government may direct as means of enforcing such provisions.
 - e. In no event will any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.
- 113 The Resource Conservation and Recovery Act. Subrecipient will comply with the Resource Conservation and Recovery Act (“**RCRA**”), including, but not limited to, 42 U.S.C. § 6962, which requires preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Subrecipient (“**EPA**”) (40 CFR Parts 247 through 254).
- 114 The Toxic Substances Control Act. The Subrecipient will comply with the Toxic Substances Control Act (“**TSCA**”), 15 U.S.C. §2601 et seq.
- 115 The Federal Insecticide, Fungicide and Rodenticide Act. The Subrecipient will comply with the Federal insecticide, Fungicide and Rodenticide Act (“**FIFRA**”), 7 U.S.C. §136 et seq.
- 116 Subrecipient will comply with all other applicable federal and state environmental laws and regulations.

Procurement of Recovered Materials. Subrecipient must comply with §6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (“**RCRA**”) (Pub. L. 94-580, 42 U.S.C. §6962). Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Subrecipient (“**EPA**”) (40 CFR Parts 247 through 254). Subrecipient shall procure only items designated in guidelines of the Environmental Protection Subrecipient (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000;

procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (24 CFR §576.407).

12. **Historic Preservation.** This Agreement is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The City must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.
13. **Historic Barriers.** This Agreement is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with ESG funds must comply with requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped."
14. **Lead-Based Paint.** This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.), and Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR §570.608 and/or 92.335), and related amendments thereto. The use of lead-based paint is prohibited whenever federal funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. All federally assisted residential structures and related property constructed prior to 1978, Homebuyer Activities, Tenant-Based Rental Assistance, and Special-Needs Housing (acquisition), will comply with existing and new Lead-Based Paint Hazard Reduction Requirements, effective September 15, 2000. As the Grantor or Participating Jurisdiction, the City of Glendale shall be consulted regarding the Subrecipient/Grantee's compliance status.
15. **Acquisition/Relocation.** This Agreement is subject to providing a certification that Subrecipient will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24, and 24 CFR Part 511.14, which govern the acquisition of real property for the project and provision of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

In general, a displaced person (defined in 24 CFR 576.408) must be provided relocation assistance at the levels described in, and in accordance with, the URA and 49 CFR Part 24. A displaced person must be advised of his or her rights under the Fair Housing Act (42 U.S.C. 3601 et seq.). Whenever possible, minority persons shall be given reasonable opportunities to relocate to comparable and suitable decent, safe, and sanitary replacement dwellings, not located in an area of minority concentration, that are within their financial means. This policy, however, does not require providing a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling. (See 49 CFR 24.205(c)(2)(ii)(D).) As required by Section 504 of the Rehabilitation Act (29 U.S.C. 794) and 49 CFR Part 24, replacement dwellings must also contain the accessibility features needed by displaced persons with disabilities.

Eligible costs are the costs of providing URA assistance under 24 CFR §576.408, including relocation payments and other assistance to persons displaced by a project assisted with ESG funds. Persons that receive URA assistance are not considered “program participants” for the purposes of this part, and relocation payments and other URA assistance are not considered “rental assistance” or “housing relocation and stabilization services” for the purposes of this part. (24 CFR §§576.408 & 576.102)

16. **Property Standards and Disposition.**

16.1 Real or personal property purchased in whole or in part with ESG funds shall not be disposed through sale, use, or location without the written permission of the City and/or HUD, as applicable. The proceeds from the disposition of real property will be considered Program Income and subject to 24 CFR §576.

16.2 Minimum Period of Use – Emergency Shelter. Renovated Buildings. Each building renovated with ESG funds must be maintained as a shelter for homeless individuals and families for not less than a period of 3 or 10 years, depending on the type of renovation and the value of the building. The “value of the building” is the reasonable monetary value assigned to the building, such as the value assigned by an independent real estate appraiser. The minimum use period must begin on the date the building is first occupied by a homeless individual or family after the completed renovation. A minimum period of use of 10 years, required for major rehabilitation and conversion, must be enforced by a recorded deed or use restriction.

a. Major Rehabilitation. If the rehabilitation cost of an emergency shelter exceeds 75 percent of the value of the building before rehabilitation, the minimum period of use is 10 years.

b. Conversion. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the minimum period of use is 10 years.

c. Renovation Other than Major Rehabilitation or Conversion. In all other cases where ESG funds are used for renovation, the minimum period of use is 3 years.

16.3 After expiration of the required use period, Subrecipient is free to use the real property for another use without obligation to the City.

16.4 Minimum Standards for Emergency Shelters. Any building for which ESG Funds are used for conversion, major rehabilitation, or other renovation, must meet state or local safety and sanitation standards, as applicable, and the minimum safety, sanitation and privacy standards listed in 24 CFR §576.403(b)(1-11).

16.5 Minimum Standards for Permanent Housing. The Subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in 24 CFR §576.403(c)(1-10).

17. **Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

17.1 In order to participate in this Agreement, the Subrecipient must certify that it and/or its owners/officers have not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or

Subrecipient. The Subrecipient, shall include without modification the Certification language, entitled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions” with all subgrantees or other contractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

172 If the Subrecipient is unable to comply with this requirement, an explanation shall be immediately provided to the City in accordance with paragraph 29 of this Agreement.

18. **Federal Fire Prevention and Control Act of 1992.** The Fire Administration Authorization Act of 1992 added a new Section 31 to the Federal Fire Prevention and Control Act of 1974. This Section requires that approved smoke detectors be installed in all houses assisted under the Emergency Solutions Grant Program. To comply with this requirement and locally adopted codes Subrecipient shall install smoke detectors in all sleeping areas and any hallway connecting these sleeping areas.

**EXHIBIT D
INCOME
LIMITS FY 2020-
2021**

1. Subrecipient shall utilize and abide by the income limits determined by the U. S. Department of Housing and Urban Development (HUD). Such limits are updated annually.
2. The income limits below are effective at the time of execution of this agreement. However, City will provide and Subrecipient will be expected to utilize the most recent income limits provided by HUD when determining client eligibility under this Agreement.
3. To the extent feasible, the Subrecipient should utilize the HUD income calculator when determine whether a client meets the definition of low- or moderate-income in accordance with the HUD regulations. ESG regulation waivers provided through the CARES Act allow beneficiaries with incomes up to 50% of Area Median Income to be assisted. This waiver shall apply to those assisted with funding provided specifically through the CARES Act and not FY 2021-22 ESG funds. Expenditure of CDBG funds will not require the Subrecipient to income qualify program beneficiaries. Verification of homelessness will be sufficient documentation to demonstrate compliance with CDBG eligibility.

<p>2021 ESG Program Income Limits (effective June 1, 2021)</p>

Household Size	50% of Median Income (\$)
1 Person	27,250
2 Persons	31,150
3 Persons	35,050
4 Persons	38,900
5 Persons	42,050
6 Persons	45,150
7 Persons	48,250
8 Persons	51,350
9 Persons	54,462
10 Persons	57,574

Please note that the CPD Income Eligibility Calculator should be used when qualifying an applicant. If it is not used you must be able to provide evidence of how you calculated the applicant's income. The income calculator can be found at hudexchange.info/incomecalculator.

EXHIBIT E
INSURANCE CERTIFICATE
FY 2020-2021

The Certificate of Insurance will contain the following information:

Item One:

- A. Commercial General Liability coverage with limits not less than \$1 million per occurrence, \$100,000 for property damage liability, and \$2 million aggregate.
- B. Unless a sole proprietorship, Subrecipient shall carry Arizona Statutory Workers Compensation and Employers' Liability coverage.

Item Two: City of Glendale will be named Certificate Holder.

Item Three: City of Glendale will be named as "additional insured."

Item Four: The Certificate of Insurance will provide a 30-day notice to the City of Glendale for cancellation, non-renewal, or material change and must be an "occurrence," not a "claims made" policy.

Item Five: General Requirement for the Insuring Company:

- A. The insurance company underwriting the policy will have a Best Rating of B++ or better. Please request that your insurance provider supply some form of verification of the best rating of B++ or better.
- B. The insurance company underwriting the policy will **be licensed in the State of Arizona.**
- C. If the Certificate of Insurance contains a section page which notes: "Important, if the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)." Insurance Certificates containing this clause will not be accepted without an **"endorsement" stating, "The City of Glendale is included as an 'additional insured' on the policy."**

EXHIBIT F
CERTIFICATIONS
FY 2020-2021

Subrecipient will certify its intent to abide by the following laws and regulations; as required by HUD:

1. Policy of Nondiscrimination on the Basis of Disability.
2. Section 319 of Public Law 101-121.
3. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms.
4. Drug-Free Workplace.
5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions.

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY
FY 2020-2021

The undersigned representative agrees, on behalf of Client, to have or adopt a Policy of Nondiscrimination on the Basis of Disability. Such Policy will state that the Subrecipient does not discriminate on the basis of disabled status in the admission or access to, or treatment or employment in, its federally assisted activities.

Signature

Date

SECTION 319 OF PUBLIC LAW 101-121
FY 2020-2021

The Undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

**CONTRACTING WITH SMALL AND MINORITY FIRMS,
WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS
FY 2020-2021**

1. It is a national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps will include the following:
 - 1.1 Qualified small and minority businesses on solicitation lists.
 - 1.2 Assuring that small and minority businesses are solicited whenever they are potential sources, and to the greatest extent possible that these businesses are located within the metropolitan area.
 - 1.3 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - 1.4 Where the requirement permits, establish delivery schedules which will encourage participation by small minority businesses.
 - 1.5 Using the services and assistance of the Small Business Administration, and the Office of Minority Business Enterprises of the Department of Commerce and the Community Services Administration as required.
 - 1.6 If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in §§ 1.1 through 1.5. Grantees will take similar appropriate action in support of women's enterprises.
 - 1.7 To the greatest extent feasible, opportunities for training and employment will be given to low and moderate-income persons residing within the metropolitan area.
2. The above-described equal opportunity requirements are obligations of the City of Glendale because federal funds are being utilized to finance the Project to which this Project pertains.
3. In executing any contract, the Subrecipient agrees to comply with the requirements and to provide appropriate documentation at the request of the City.

Signature

Date

DRUG-FREE WORKPLACE
FY 2020-2021

The Subrecipient certifies that it will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F by:

1. Publishing a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - 2.1 The dangers of drug abuse in the workplace;
 - 2.2 The Subrecipient's policy of maintaining a drug-free workplace;
 - 2.3 Any available drug counseling, rehabilitation and employee assistance programs; and
 - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - 4.1 Abide by the terms of the statement; and
 - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the City in writing, within ten calendar days after receiving notice under paragraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal Subrecipient has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph 4.2, with respect to any employee who is so convicted:
 - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, local health requirements, law enforcement, or other appropriate Subrecipient.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the above-described paragraphs.

Signature

Date

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Lower Tier Covered Transactions
FY 2020-2021

The Subrecipient certifies that the Subrecipient and/or its owners/officers:

1. Have not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or Subrecipient.
2. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 above.
4. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.
5. Shall immediately notify the City if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The City may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
6. Shall not enter into a subcontract or subrecipient agreement with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The City may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
7. Shall immediately provide an explanation to the City if it is unable to provide this Certification or comply with the requirements noted above in accordance with paragraph 29 of this Agreement.

Signature

Date

EXHIBIT G

**MATCH
FY 2020-2021**

June 1, 2021

Mr. Matthew Hess, Revitalization Administrator
Community Services Department
City of Glendale
5850 W Glendale Ave., Suite 107
Glendale, AZ 85301

Re: ESG Match for the Glendale Homelessness Alliance

Dear Mr. Hess:

Please accept this commitment of match on behalf of Central Arizona Shelter Services, Inc. (CASS) in connection with the Glendale Homelessness Alliance program funded through our joint Master Services Agreement. CASS will provide matching funds of \$195,430 in non-federal funds consistent with federal regulations at 24 CFR 576 that govern the ESG Program.

Thank you.

Sincerely,

Lisa Glow, JD
CEO
Central Arizona Shelter Services, Inc.

EXHIBIT H
SUBRECIPIENT PROPOSAL
