

CITY OF GLENDALE**AGREEMENT FOR HOMELESSNESS SERVICES WITH SUBRECIPIENT PHOENIX GOSPEL MISSION, INC. dba PHOENIX RESCUE MISSION**

This Subrecipient Agreement for Homelessness Services Under the Home Investment Partnerships Program American Rescue Plan Act (HOME-ARP) (“Agreement”) is executed this 25th day of June, 2024 by and between, the City of Glendale, an Arizona municipal corporation (City), and PHOENIX GOSPEL MISSION, INC. dba PHOENIX RESCUE MISSION an Arizona nonprofit corporation. (the “Subrecipient”).

RECITALS

WHEREAS, the City of Glendale is a Member of the Maricopa HOME Consortium (“Consortium”), a “Participating Jurisdiction” (“PJ”) under the Home Investment Partnerships Program (“HOME” or “HOME Program”) that receives HOME funds from the U.S. Department of Housing and Urban Development (“HUD”) under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 USC 12741 et seq., (the “Act”) and Title 24 of the Code of Federal Regulations Part 92; (the “HOME regulations”); and

WHEREAS, the PJ received an allocation of supplemental HOME funds provided under the Public Law 117-2 known as the American Rescue Plan Act of 2021 (the “Act” or “ARPA”) that entitles the City to a portion of these funds as a Member of the Consortium; and

WHEREAS, the City’s total share of these funds equals \$2,876,844 which is available to the City to use for activities eligible under Title 24 of the Code of Federal Regulations, Part 92 (“24 CFR 92” or the “HOME regulations”) and HUD guidance provided through Community Planning and Development (“CPD”) Notice 21-10, entitled, *“Requirements for the Use of Funds in the HOME-American Rescue Plan Program”* (the “Notice”) that will supplement the HOME regulations; and

WHEREAS, among the eligible uses of HOME-ARP program funds is the provision of supportive services to the homeless; and

WHEREAS, Phoenix Rescue Mission is currently providing these authorized services on behalf of the City under agreement through the Glendale Homeless Solutions Alliance (“GHSA” or the “Activity”); and

WHEREAS, City and Subrecipient agrees that the Activity contracted for in this Agreement meets a priority need identified in Glendale’s Five-Year Consolidated Plan and the Funds designated for the Activity constitute reasonable and prudent assistance necessary for the completion of the Activity.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth herein, the City and Subrecipient do agree, for themselves and for their respective successors and assigns, as follows:

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 implement, operate, and/or complete – including providing all necessary or reasonable labor, materials, services, supervision, tools, equipment, licenses, and permits necessary to operate the activity as part of the Glendale Homeless Solutions Alliance (the “Activity”), which is further defined with specificity in this agreement.
 - 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.

13. Eligible HOME-ARP supportive service activities include, but are not limited to, the following broad eligible categories, as defined in the Notice: street outreach, emergency shelter, homelessness prevention. Glendale Homeless Solutions 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 and deliverables to be provided under this Agreement are described in Exhibit A, Scope of Activity.
2. **Agreement Term.** This Agreement is effective July 1, 2023 and will terminate on June 30, 2025. 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. **Period of Performance.** Subrecipient may provide services under this Agreement between July 1, 2023 and June 30, 2025 and shall be eligible to receive reimbursement for eligible and properly documented during this period.
4. **Funding Amount.** 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 grant amount not to exceed \$383,859.12. 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.
- 4.1. Funding under this Agreement will be made available in accordance with Exhibit C, 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 this Agreement, HOME regulations, stipulations in the Notice and the Uniform Guidance under 2 CFR § 200.
- 4.2. 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.
- 4.3. Subrecipient must make a concerted, good-faith effort to expend the total Funding amount specified above within the Period of Performance stated in Section 3. 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.
- 4.4. **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 in consultation with the City.
- 4.5. **Matching Funds.** The Notice provides a waiver of matching requirements for HOME-ARP funds. Subrecipient will not be required to contribute matching funds through this Agreement.
- 4.6. **Program Income.**
- 4.6.1. Any Program Income, as that term is defined by 24 CFR §92.503, 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 HOME-ARP Funds used.
- 4.6.2. 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, as applicable.
5. **Availability of Funds.**

51. 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.
52. 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.
53. Subrecipient may request reimbursement from the City of that part of the Funding amount relating to a particular Activity no less than once per month or more often than monthly, or as required by the City to meet its regulatory and contractual obligations. 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 and fully documented costs within thirty (30) days after receiving Subrecipient's complete payment request.

6. Subrecipient Warranties and Representation. The Subrecipient certifies:

61. 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.
62. 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.
63. That it possesses legal authority to execute this Agreement.
64. That it intends to provide the service for which Funds are granted under this Agreement for at least the Agreement term.
65. 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.
66. 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 HOME-ARP program. The Subrecipient shall conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for assistance. These evaluations may 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).
67. 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.
68. 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 City status. Each party shall have the entire responsibility to discharge all obligations of an independent City 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, partner or joint venture. 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.
69. 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.
- 6.10. Uyghur Forced Labor Prevention Act (UFLPA). Subrecipient certifies that it does not currently,

and during the term of this Agreement, will not use:

- 6.10.1. The forced labor of ethnic Uyghurs in the People's Republic of China;
- 6.10.2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- 6.10.3. Any City, Subrecipients or supplies that use the forced or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

7. Compliance with Laws and Regulations.

- 71. The Subrecipient will comply with the HOME regulations as set forth in 24 CFR § 92 and the Notice, 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 § 5, 2 CFR § 200, and those identified in Exhibit D, *Federal Laws and Regulations*.
- 72. HOME-ARP Requirements – the provisions of HUD CPD Notice 21-10, *Requirements for the Use of Funds in the HOME-American Rescue Plan Program*, (the "Notice"), are hereby incorporated by reference into this Agreement.
- 73. Home Investment Partnerships Program. Subrecipient shall comply with Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 USC 12741 et seq., (the "Act") and Title 24 of the Code of Federal Regulations Part 92; (the "HOME regulations"). Expenditures of these funds will be in accordance with HOME Program related laws and with all pertinent regulations issued by agencies of the federal government.
 - 73.1. 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. The initial evaluation must determine and document each client's status as a member of a HOME-ARP Qualifying Population per the standards and requirements in the Notice. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under §576.400(d), written standards established under §576.400(e) and documentation and recordkeeping standards of §576.500.
 - 73.2. Annual Income. The Notice provides administrative relief in the determination of client eligibility and does not require that program beneficiaries be income qualified to receive HOME-ARP assistance.
 - 73.3. 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 three (3) 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).
 - 73.4. Terminating Assistance. If a program participant violates program requirements, the Subrecipient may terminate the assistance only as outlined in Section VI.D.5 of the Notice.
 - 73.5. Case Management. The Subrecipient shall follow the requirements for housing stability case management outlined in 24 CFR §576.401(e).
- 74. 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 §200.
- 75. 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 §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.

76. 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.
77. Prohibition on Certain Conditions for Assistance. The provision of any type or amount of HOME-ARP 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 2 CFR §200. All Subcontractors of the Subrecipient must comply with the same requirements of this section.
78. Certifications. Subrecipient must execute the following certifications, which are attached as Exhibit F, Certifications:
- 78.1. Policy of Nondiscrimination on the Basis of Disability.
- 78.2. Anti-Lobbying, Section 319 of Public Law 101-121.
- 78.3. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms.
- 78.4. Drug-Free Workplace Act of 1988.
- 78.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions.
79. Procurement. As applicable, Subrecipient will comply with the Federal Procurement Code, and the City's procurement, mediation and right of refusal requirements.
710. 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 accordance with the ordinances, charter, rules and regulations of the respective entity and the approval of the City and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>.
711. 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.

8. **Cost Disallowances.**

81. 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.
82. 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.
83. 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.

9. **Physical Improvements.** As applicable, the use and disposition of real property and equipment under this Agreement must comply with the requirements of 2 CFR 200, 24 CFR Part 92, or 24 CFR 576, as applicable, which include but are not limited to the following:

91. 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 HOME and ESG programs.

92. Real property under the Subrecipient's control that was acquired or improved in whole or in part with HOME or ESG funds must be used in accordance with the terms of this Agreement and 24 CFR 576.102, 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.
93. 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.
94. If the real property that was acquired or improved is not used in accordance with HOME or ESG 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.

10. Reporting.

101. Subrecipient will provide to the City, not later than the 15th calendar day of each month, written progress reports of its activities related to the Activity. On or before July 15th 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.
102. In addition to the performance measures provided in Exhibit B, Subrecipient will keep records of and report for statistical purposes:
 - 102.1. The total number of households served by the Activity;
 - 102.2. The total number of new households served by the Activity;
 - 102.3. The size of each household served (ongoing or new) by the Activity;
 - 102.4. The ethnicity and racial background of all persons served by the Activity;
 - 102.5. The number of veteran households served by the Activity;
 - 102.6. The number of single (non-elderly), elderly, single-parent (all genders), two-parent and disabled individuals served by the Activity; and

11. Recordkeeping and Accounting.

- 11.1. 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.
112. 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.
113. 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.
 - 113.1. Records of non-expendable property acquired with the HOME funds, and related records documenting the use of said property will be retained for six years after final disposition of such property.
 - 113.2. Records for any displaced person must be kept for six (6) years after receipt of final payment.
 - 113.3. 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.
 - 113.4. Where HOME Funds are used to renovate an emergency shelter or to convert a building into an emergency shelter and the costs charged to the HOME 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).

114. **Access to Records.** Subrecipient will provide the City, 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.
12. **Acknowledgment of City's Participation.** Subrecipient will acknowledge the contribution of the City's HOME Program in all published literature, brochures, activities, fliers, on-site signage, etc., during the term of the Agreement.
13. **Non-Discrimination.**
131. 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.
132. 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.
133. Notwithstanding any contrary provision in this contract, Phoenix Rescue Mission maintains its rights as a religious organization employer under federal, state, and local laws, including but not limited to: Section 702(a) of Title VII, 42 U.S.C. § 2000e-1(a); 42 U.S.C. § 12113(d)(1) and (d)(2); the First Amendment of the U.S. Constitution; the Religious Freedom Restoration Act of 1993, 107 Stat. 1488, 42 U.S.C. § 2000bb et seq.; A.R.S. § 41-1493 et seq.; and A.R.S. § 41-1462.
14. **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.
15. **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).
16. **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.

17. Lobbying

171. 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.

172. 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.

18. Religious Activities. The Subrecipient agrees that none of its costs and none of the costs incurred by any vendor or Subcontractor 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.

19. 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.

20. Indemnification and Hold Harmless.

201. 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.

202. Subrecipient will indemnify, defend, and hold harmless the City, and its 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.

203. It is the intent of the parties to this Agreement that the City, its 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.

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

- 22. Insurance.**
221. 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.
222. 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.
223. 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.
224. Subrecipient shall comply with the insurance and bonding requirements of 2 CFR 200.
- 23. 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.
- 24. 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 HOME and ARPA 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
- 25. Termination; Suspension.** In accordance with 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:
251. 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;
252. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
253. Ineffective or improper use of funds provided under this Agreement; or
254. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.
255. 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. 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.
256. 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.
257. 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.

26. **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.

27. **General Provisions.**

271. 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.

272. 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.

273. 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.

28. **Notices.** 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, AZ 85301

With a copy to: Community Revitalization Division
City of Glendale
5959 West Brown Street
Glendale, AZ 85302

With a copy to: City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301

29. **Severability.** 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.

30. **Section Headings & Subheadings.** 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.

31. **Exhibits.** The following exhibits are incorporated by this reference.

Exhibit A: Scope of Activity
Exhibit B: Program Budget
Exhibit C: Billing and Reporting Information
Exhibit D: Federal Laws and Regulations
Exhibit E: Insurance
Exhibit F: Certifications
Exhibit G: HUD CPD Notice 21-10

(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 Nonprofit

DocuSigned by:
Vicki L Rios 6/17/2024
9506BF608472487...
By: Kevin R. Phelps
Its: City Manager

ATTEST:
DocuSigned by:
Julie K. Bower 6/17/2024
988B5C8E0FAE4FC...
Julie K. Bower (SEAL) City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Michael D. Bailey 6/14/2024
F91E94D8D6CF046C...
Michael D. Bailey, City Attorney

SUBRECIPIENT, an Arizona Nonprofit


By: Nathan Smith
Its: Chief Program Officer

Phoenix Gospel Mission, Inc., dba Phoenix Rescue Mission
an Arizona non-profit corporation



**EXHIBIT A
SCOPE OF SERVICES**

- A. Subrecipient Name.** Phoenix Gospel Mission, Inc. dba Phoenix Rescue Mission
1. Federal Tax ID No. 86-6057771
 2. Federal Unique Identifier No. JMLPMK45JKL6
 3. CAGE Code: 86KU8
 4. Federal Contract Award Status (sam.gov): No Active Exclusions; registration expires 9.4.24; Subrecipient must maintain active status with No Active Exclusions for the duration of this Agreement.
 5. Assistance Listing No. 14.239

B. Activity Name. Subrecipient will be responsible for partnering with CASS and the Glendale Homeless Solutions Alliance (GHSA) in a manner satisfactory to the City, and consistent with all standards required by the HOME Program Regulations, CPD Notice 21-10 (the "Notice"), 2 CFR § 200 and others contained herein by reference, as a condition of providing these funds.

C. Activity Description. Subrecipient shall operate the Activity as a provider of services. As a partner in the GHSA, Subrecipient is working towards preventing, intervening, and working to achieve functional zero for homelessness in the city of Glendale. Subrecipient will be responsible for administering Street Outreach and Case Management and Criminal Justice Diversion for the Glendale Homeless Solutions Alliance (GHSA) in a manner satisfactory to the City and City, and consistent with all standards required by the HOME Program Regulations, CPD Notice 21-10 (the "Notice"), 2 CFR § 200 and others contained herein by reference, as a condition of providing these funds.

Homeless Outreach & Navigation: Phoenix Rescue Mission will provide a mobile outreach program to send outreach teams to targeted areas of homelessness within the corporate boundaries of Glendale, to provide basic services, engaging clients for placement, and assist with community strategic initiatives to end homelessness. This team will use a variety of tools and methods to motivate people living on the streets to permanently exit homelessness. The program will be staffed with four Street Outreach case managers who help set case plans with participants, connect them to resources, and follow up consistently to keep them on track to reach their goals. Program service activities include:

- 1) Outreach:
 - Information and Referral: Connect people living on the streets to programs and services that help them end their homelessness
 - Access Point: Chronically homeless individuals who are not a match for PRM's services will be assessed for placement on the Maricopa County housing voucher list.
 - GIK Distribution: Distribute water, Tote bags with basic hygiene supplies, naloxone kits, and seasonal items to people living on the streets.
 - Program Supplies/toolkit: Hotel vouchers, bus passes, and ID vouchers will be provided to people who are working on a case plan. These vouchers help reduce clients' barriers to ending their homelessness.
 - Transports: Transport clients for placement in response to community partner requests.
 - Partner Engagements: Outreach engagements in partnership with another agency or group (includes police, nonprofits, churches, and other agencies identified as partners in the GHSA or as necessary to provide services.)

- Community response: Hotline referral response to encampments and homeless hotspots and provide outreach services.
- 2) Navigation/Case Management:
- Navigation: Work with people who are awaiting a housing voucher to get their identification, fill out housing applications, search for housing, and complete any other steps necessary to get into permanent housing.
 - Benefits Assistance: Eligible prospects will be assisted in signing up for SNAP, AHCCCS, and Social Security benefits.
 - Assist clients in other major areas of need, including food and clothing; transportation; shelter; mental health; general health; employment; addiction recovery; and legal issues.
- 3) Kick-Starter Toolkit Assistance: The Kick-Starter Toolkit Assistance items will support the work of PRM in assisting Glendale residents to resolve their homelessness.
- IDs, birth certificates, social security cards, and other vital personal documents
 - Bus passes to get to appointments, interviews, jobs, and conduct housing searches.
 - Housing application fees
 - New unit holding fees
 - New unit rental one-time assistance
 - Legal fees preventing housing or employment
 - Households goods for people transitioning to permanent housing
 - Intercity diversion (e.g. Greyhound ticket) for people with a confirmed stable place to stay in another locale

Criminal Justice Diversion: Phoenix Rescue Mission will work with Glendale's criminal justice system and police department to accept referrals of justice system involved individuals with four (4) or more misdemeanors and who are also experiencing homelessness. This program's objective is to break the revolving door where individuals convicted of minor offenses serve their sentence, are released back into society, and commit similar offenses that end them back into Glendale's criminal justice system. The program will be staffed with one (1) Criminal Justice Diversion Case Manager. Program service activities include:

- Work with police officers, prosecutors, and judges to set plea agreements for repeat criminal offenders who are willing to enroll in services rather than be prosecuted.
- Attend criminal court and visit jails daily/weekly to discuss resources and program options with diversion prospects.
- Coordinate third-party releases for diversion prospects through the court.
- Transport criminal justice diversion clients from court or jail to resources, when applicable (Phoenix Rescue Mission facility, mental health clinics, treatment programs, etc.).
- Maintain communication with police officers, prosecutors, and courts with client status updates.

D. Address/Specific Location of the Activity. . Subrecipient will undertake the activity at various locations in the Corporate boundaries of the City of Glendale with activities occurring at the Norton and Ramsey Social Justice Empowerment Center (NREC), as well as in other areas of the city where street outreach and case management and related activities will occur as necessary throughout the corporate limits of the City. *Note that some areas of the City do not have Glendale mailing addresses.*

Corporate boundaries for the city of Glendale, AZ should be determined utilizing the following link:
<https://gismaps.glendaleaz.com/gisportal/apps/experiencebuilder/experience/?id=3afa5163cf224b1193c602f0f8691c81>

E. Geographical Service Area of Activity. Program activities may be carried out on a County-wide basis depending on the needs of specific clients and Glendale residents.

F. Client Eligibility. The Notice provides for a streamlined eligibility determination method that does not require an income eligibility process in all circumstances, as is customary to HOME funded programs. To comply with HOME-ARP eligibility requirements, all program beneficiaries must meet the criteria for at least one (1) of the following definitions of a Qualifying Population under Notice definitions:

1. Homeless (as defined in 24 CFR 91.5, Homeless (1), (2) or (3): or
2. At-Risk of Homelessness (as defined in 24 CFR 91.5); or
3. Fleeing or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking or Human Trafficking (as defined by HUD); or
4. Other populations that do not qualify in any other category

The Subrecipient shall create and maintain a system and process (including policies and procedures) to categorize and track all program beneficiaries according to their Qualifying Population status as this term is defined in the Notice. This tracking methodology must be incorporated into the Subrecipient's performance reporting.

To document Qualifying Population status, Subrecipient will follow the three-tier process stipulated in 24 CFR 576.500(b). In the following order of priority, Subrecipient will obtain at least one of the following:

1. Third party documentation, such as records/entries contained in a HUD-approved HMIS or comparable database for victims of domestic violence, a By-Name List; or similar database; or
2. Written observations from a street outreach worker or referral from a social worker, case manager or other provider agency; or
3. An attestation (written or verbal) by the client. If provided verbally, the Subrecipient must provide written evidence of the attestation including the name and organizational affiliation of the person taking the attestation, date and time, and any client-specific information that can identify the client. The person documenting the attestation must sign, date and attest to the truthfulness and accuracy of the client attestation.

All Qualifying Population documentation must be available in writing. The Subrecipient will document eligibility in the following ways:

In following the order of priority practice, PRM Case Managers will search for engaged clients in HMIS and will create an entry into the city's homeless street outreach or Criminal Justice Diversion project. Based on the observation of a PRM Case Manager, a Homeless Certification Form is completed for every client after the client's first engagement with the Homeless Outreach & Navigation team. In the City of Glendale's criminal justice system (court or jail) PRM Criminal Justice Case Managers will complete the Homeless Certification Form for clients who disclose that they are actively experiencing homelessness during the first engagement. When possible, the HUD Universal Data Elements information is collected and entered into PRM's program database and HMIS. The client's Homeless Certification Form are uploaded and stored in PROM's database and HMIS client profile.

G. HOME-ARP Services. Subrecipient may provide all supportive service activities eligible under the Notice in performance under this Agreement. Contracted services within this scope include:

basic needs, case management, referrals to employment, assessments, referrals to health care, bed nights and positive exit destinations and others as determined to be a necessary and appropriate intervention depending on each client's needs.

Eligible HOME-ARP services include:

- Child Care
- Education Services
- Employment Assistance & Job Training
- Food
- Housing Search and Counseling Services
- Legal Services
- Life Skills Training
- Mental Health Services
- Outpatient Health Services
- Outreach Services
- Substance Abuse Treatment Services
- Transportation
- Case Management
- Mediation
- Credit Repair
- Landlord/Tenant Liaison
- Services for Special Populations
- Financial Assistance Costs
- Short-term and medium-term financial assistance for rent, utilities and deposits
- General administration not eligible under direct service delivery
- Other services as further defined and described in Section VI.D.3.a (McKinney-Vento

Supportive Services) and Section VI.D.3.b (Homeless Prevention Services) of the Notice.

H. Duplication of Benefit. The Notice requires that expenditure of HOME-ARP funds comply with the cost principles in 2 CFR 200. As such, all HOME-ARP expenditures must be necessary, reasonable and allocable to the services being provided under this Agreement. To comply with the requirement, Subrecipient must ensure that all services provided to clients and paid for with funding provided under this Agreement are also not being paid for through other sources. To document this requirement, Subrecipient will be required to provide a written attestation signed by each client that the services received through this Agreement are not being provided to them by another service provider.

I. Homeless Management Information System (HMIS) and Coordinated Entry. Subrecipient will ensure that all deliverables identified in Exhibit B, Program Budget, are reported in HMIS and available upon request by the City and the City of Glendale, but not less than at the time of each reimbursement request. The Subrecipient will submit program invoices, supporting documentation and monthly reports via email to: revitalization@glendaleaz.com no later than the 15th day following the end of the month being reported (i.e. February 15th for January report) and include the following:

- Performance Report to include success stories of the activity funded
- Reimbursement Request Form and Supporting Documentation

I.1. Provide any other report as requested by the City including aggregate or participant level data through the HMIS System and according to approved CoC Data Sharing agreements. Such reporting shall be for the purposes of improving access to service. The City reserves the right to add, remove or revise reporting requirements at its discretion.

I.2. Subrecipient will provide the project name and code, read only, full access, to the project in HMIS for the purpose of monitoring participant files for the duration of this Agreement. Subrecipient is responsible for notifying HMIS Lead Agency and granting access to the City within 30 days from the date of execution of this Agreement.

J. Goals and Performance Measures. The Subrecipient, either through its own employees or subcontracting agencies, agrees to provide the services and deliverables identified in *Exhibit A, Scope of Work and Exhibit B, Program Budget*. Subrecipient and the City agree to review and modify these deliverables on a regular basis to identify gaps in service, program impact, administrative efficiency and other factors as needed.

K. Activity funding and eligible expenses. Subrecipient will complete several HOME-ARP eligible activities to include, but are not limited to: street outreach, case management, housing and homeless navigation, transportation and other services. Deliverables associated with these services are itemized in Exhibit B, *Program Budget*, and include pre-negotiated unit rates. These rates are based on Subrecipient's documented expenses incurred over time and are intended to be an all-inclusive representation of the total costs associated with providing each deliverable, such as personnel costs, equipment, utilities, consulting fees, software and technology, program supplies, operational costs (including maintenance and repair of facilities), among others. Subrecipient agrees that it has exercised all due diligence to ensure that these fees are allowable, reasonable and allocable to the Activities funded under this Agreement per the requirements of the Notice and 2 CFR 200, Subpart E.

Reimbursement of expenses incurred by the Subrecipient will be made directly to the Subrecipient. Subrecipient may expend funds for these activities in any combination necessary to maximize impact on a client-specific basis. The initial budget reflects Subrecipient's anticipated funding needs for services it will provide itself 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 approval shall be required for changes in the budget for changes—these changes must fit within the scope of this Agreement and the total compensation approved herein. The City must approve all Subrecipients and Subrecipient funding Agreements prior to execution.

L. City Staff Contact Information.

	Contract Contact	Accounting Contact	Program Contact
Name:	Candace Schulte	Cindy Schreiber	Candace Schulte
Title:	Human Services Coordinator	Senior Accountant	Human Services Coordinator
Phone:	623-930-3671	602-930-3672	602-930-3671
Email:	Cschulte@glendaleaz.com	Cschreiber@glendaleaz.com	Cschulte@glendaleaz.com
Address:	5959 West Brown Street, Glendale AZ 85302		

M. Subrecipient Staff Contact Information

	Contract Contact	Accounting Contact	Program Contact
Name:	Ken Brissa	Jeremy Woodard	Nathan Smith
Title:	CEO	CFO	CPO
Phone:	602-233-3000	602-233-3000	602-233-3000
Email:	kenbrissa@phxmission.org	jeremywoodard@phxmission.org	nathansmith@phxmission.org
Address:	1540 W. Van Buren St. Phoenix, AZ 85007		

N. Estimated Activity Timeline.

Task	Completion Date
Initiate Activity	July 1, 2023
Identify/Qualify Clients	ongoing
Provide Services	06/30/2025
Final Closeout	06/30/2025

EXHIBIT B
Program Budget

Funding Source	Total Program
Glendale HOME-ARP Funding:	\$383,859.12
Other Federal Funding (specify):	\$1,050,331.60
Foundation and Corporate Support/Grants (specify):	\$243,562.00
State Funding (specify):	
Other Municipal Funding (specify):	
Charitable donations (specify):	
Volunteer In-Kind Contributions (specify): in-kind donations and gift cards	
Other Funding (specify):	
Total:	\$1,677,752.72

#	Deliverable	Unit Cost	# Units/Month	Total Monthly	Total Annual	Total Contract (24 months)	Main or Alternate Deliverable
22	# Engaged	\$42.27	80	\$3,381.60	\$40,579.20	\$81,158.40	Main
26	# of Positive Exit Destinations	\$226.54	7	\$1,585.78	\$19,029.36	\$38,058.72	Main
34	Transportation	\$169.08	20	\$3,381.60	\$40,579.20	\$81,158.40	Main
6	# Client assigned to case managers (MROP)	\$287.79	6	\$1,690.74	\$20,288.88	\$40,577.76	Main
23	# Contacts	\$6.67	600	\$4,002.00	\$48,024.00	\$96,048.00	Main
32	Rapid Rehousing, to include flexible financial rehousing assistance	Varies	Actual cost	Varies	Varies	\$46,857.84	Main
16	# of Assessments	\$309.68	15	\$4,645.20	\$55,742.24	\$111,484.80	*Alternate
1	# of Encampments Reported	\$39.74	40	\$1,589.60	\$19,075.20	\$38,150.40	*Alternate
2	# of Clients engaged at an encampment (all engagements)	\$189.25	15	\$2,838.75	\$34,065.00	\$68,130.00	*Alternate
25	# of Referrals to partner services	\$2.10	120	\$252.00	\$3,024.00	\$6,048.00	*Alternate

*Subrecipient will bill on main deliverables, as specified in table above, and may use the option to bill for an alternate deliverable to ensure compensation of program expenses for the month have been earned but may not exceed the monthly total for all deliverables, with the exception of deliverable #32. Deliverable #32 may only be billed for actual expenses incurred on a reimbursement basis and may not exceed the total of \$46,857.84 over the term of this agreement.

Definitions

#	Deliverable	Definition
1	# of Encampments Reported	The total number of unduplicated reports of encampments within the City of Glendale made via the 24-7 line and through street outreach
2	# of Clients Engaged at an Encampment (all engagements)	The total number of duplicated engagements with a client currently residing within an encampment.
3	# of "Basic Needs (B)" Service Transactions	Any service provided at contact with a client which involves the provision of basic needs such as hygiene products, food, water, self-care products, or other needs not otherwise covered via other service types.
4	# of "Clothing" Service Transactions	Any service provided at contact with a client which involves the provision of clothing directly for the client.
5	# of "Public Showers/Baths" Service Transactions	Any service provided at contact with a client that involves the provision of showers, baths, or personal hygiene.
6	# of Clients assigned to case managers	The total number of unduplicated people who have a case manager assigned to them to reoccurring interactions of services.
7	# of "Local Transit Passes" Service Transactions	Any service provided at contact with a client that involves the provision of bus passes, transit passes, or other local transportation at no cost to the client.
8	# of Referrals to Provides for Basic Needs, Transportation, or Health/Hygiene. (quality of life service)	Any referrals made on behalf of a client to a partner service that is able to provide to that client basic needs such as: food, clothing, hygiene, transportation, or general quality of life support.
9	# of Homeless Prevention Assessments	Total number of unduplicated assessments done for the Maricopa County Continuum of Care Homeless Prevention Funding.
10	# of Clients Provided Homeless Prevention Services (Rental Assistance, Eviction Prevention)	Total number of unduplicated clients who received funding or services directly intended to prevent their homelessness; limited to rental assistance, eviction prevention
11	# of Employment Services Provided	Total number of unduplicated clients who received support or services meant to help them in obtaining gainful employment.
12	# of Referrals to Employment Services	Total number of referrals made to partner services who provide support or services meant to help clients obtain gainful employment.

13	# of Non-Housing Homeless Prevention Services (Vehicle Repairs, Childcare, etc.)	Total number of unduplicated clients who received funding or services indirectly intended to prevent their homelessness through financial support in obtaining a wide array of outcomes meant to reduce the financial burden or barriers causing imminent homelessness, not limited to but including repairs to vehicles, access to childcare, food, or other needs.
14	# case management service transactions	Total number of interactions recorded in HMIS between a case manager and a client.
15	# of 24-7 Line Calls	Number of calls received by the 24-7 line at the Norton Ramsey Empowerment Center.
16	# of Assessments	Total number of unduplicated instances in which an assessment for services was conducted in HMIS.
17	# of Coordinated Entries	Total number of unduplicated instances in which a client was entered into the coordinated entry system for the Maricopa County Continuum of Care.
18	# of Referrals/Applications to DES for TANF/SNAP/Welfare services	Total number of referrals made to a partner service, or services directly applied, in order to support the client in accessing services provided by DES, to include by not limited to: TANF, SNAP, Childcare.
19	# of Crisis Response Calls	Total number of instances in which a case manager or case management team was called in order to manage a crisis situation.
20	# of Healthcare Connections	Total number of unduplicated clients who connected with service provider for the intent of healthcare services.
21	# of Referrals to Healthcare	Total number of referrals made to a partner services for the purpose of healthcare services or support in accessing healthcare services.
22	# Engaged	Total number of instances in which a client engaged with a partner service staff member for the provision of support or services unspecified.
23	# Contacts	Total number of unduplicated clients who engaged with a partner service staff member with the intent to have ongoing services.
24	# of Bed nights	Total number of duplicated clients who received shelter from a provider per day over a given timeframe.
25	# of Referrals to Partner Services	Total number of duplicated clients who were referred to a partner service for the provision of support or services unspecified.
26	# of Positive Exit Destinations	Total number of clients who exited a program to a positive destination as defined by HUD based off the program type.
27	# of Negative Exit Destinations	Total number of clients who exited a program to a negative destination as defined by HUD based off the program type.
28	# of Events Hosted at NREC or in the community	Total number of events hosted by the NREC or within the community meant to generate knowledge within the community of the services provided by the GHA, by GHA partners, or generally available for the public.
29	# of City of Glendale Events Attended by Staff	Total number of events hosted by the City of Glendale, relevant to services provided by the GHA attended by one or more GHA partner services.

30	# of Subrecipient Events Hosted within City of Glendale	Total number of events hosted by partner services in the City of Glendale meant to generate knowledge within the community of the services provided by the GHA, by GHA partners, or generally available for the public.
31	# of Focus Groups/Community Feedback Events	Total number of events hosted by the NREC staff or partner services intended to generate feedback, input, and insight into services needed by the community.
32	Rapid Rehousing, to include flexible financial rehousing assistance	Short/Medium term (<=24 months) rental assistance necessary to help a homeless household move as quickly as possible into permanent housing and achieve stability in that housing.
33	Eviction Prevention-Actual Cost	Short/Medium term (<= 24 months) rental assistance necessary to prevent a household from moving into emergency shelter/unsheltered homeless. Costs are only eligible to the extent that the assistance is necessary to help the household regain stability in the current permanent housing.
34	Transportation	Transportation incidents provided by the subrecipient for client to and from medical care, employment, childcare, or other HOME/ARP eligible support services.

EXHIBIT C
BILLING AND REPORTING INFORMATION

Subrecipient will be responsible for billing costs incurred and results achieved under the (“Activity”) consistent with any standards required by HOME program regulations, provisions within the HUD CPD Notice, and 2 CFR § 200 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 CEO, (or other authorized signatory). Reimbursement requests will be submitted on a MONTHLY basis by the 15th of each subsequent month. Monthly general ledger reports will also be required.
 - 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 Reimbursement of expenses for services provided under this Agreement is based on a pre-negotiated unit rate for specific deliverables identified in Exhibit B, *Program Budget*. This negotiated rate is based on all HOME-ARP eligible expenses incurred by the Subrecipient or its Subrecipients that are necessary to deliver each service. Subrecipient and its Subcontractors must fully document and substantiate how these rates have been calculated prior to contract execution. The Subrecipient will work closely with the City to establish the specific documentation requirements to substantiate all unit rates. Examples of supporting documentation may include, but are not limited to, copies of timesheets, pay stubs, mileage reports, invoices, statements, receipts, etc. Subrecipient must track and report on all deliverables identified in Exhibit B regardless of whether or not they are paid for with HOME-ARP funds.
 - 1.4 The City’s reimbursement process may take up to 30 days though complete reimbursement requests take approximately one to two weeks to complete. 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. The City will not remit payment until and unless all required documentation is received and approved.

2. **Monthly Report on Accomplishments and Demographics:**
 - 2.1 In addition to reporting on specific deliverables provided, Subrecipient must also provide a monthly demographic report on clients served. Demographic information required is listed in Section 10.2 of this Agreement. Information will be submitted by the 15th of the following month. Failure to file this demographic report timely could also delay the reimbursement process.
 - 2.2 Subrecipient will report on the following deliverables, as they apply to the program delivery each month, if applicable.

# encampments reported	Date and address location of encampments
# employment services provided	# referrals to employment services
# contacts	# referrals to partner services
# positive exit destinations (SO and MROP)	# negative exit destinations (SO and MROP)
	# of assessments

# city of Glendale events attended by staff	#Subrecipient events hosted within the city of Glendale
# referrals to provide for basic needs, transportation, or health/hygiene (quality of life service)	# people served through Rapid rehousing, to include flexible financial assistance
# referrals to healthcare	# of basic needs services transactions
# case management service transactions	# case management service transactions
# of healthcare connections	# referrals/applications to DES for TANF/SNAP/Welfare services

- 2.3 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 Supportive Service Activities: Report On "Performance Measures" for Actual Activity "Outcomes." The report on "Performance Measures for Actual Activity Outcomes," is due within 30 days of contract completion. 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: If applicable, 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 D**FEDERAL LAWS AND REGULATIONS**

1. **Applicability of Uniform Administrative Requirements.** The parties shall comply with all administrative requirements, cost principles, and audit requirements as provided in 2 CFR §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.**
 - 21 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.
 - 22 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.
 - 23 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.
 - 24 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.
 - 25 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.
 - 26 **Affirmative Outreach.** In accordance with 24 CFR §92.350, 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 to 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.

27 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 75) 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 75, 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 75. 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 75 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. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, 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.**

31 The Subrecipient shall, as a recipient of HUD financial assistance, take reasonable steps to provide meaningful access to Limited English Proficiency (LEP) persons (Executive Order 13166). This requirement shall extend to the Subrecipient's entire activity regardless of how much HUD assistance is received.

32 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.
- 33 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.
- 34 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.
- 7. **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.
- 8. **Lobbying.** Grant funds shall not be used for public or propaganda purposes designed to support or defeat legislation proposed by federal, state, or local governments.
- 9. **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.
- 10. **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.
- 11. **Compliance with Flood Disaster Protection Act.**
 - 11.1 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.

112 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.

12. **Compliance with Environmental Laws.**

121 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 Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

122 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 City or Subrecipient 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 40 CFR §15.20.
- b Agreement by the City 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 City 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 City 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.

123 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 Agency ("EPA") (40 CFR Parts 247 through 254).

124 The Toxic Substances Control Act. The Subrecipient will comply with the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §2601 et seq.

125 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.

126 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 Agency ("EPA") (40 CFR Parts 247 through 254). Subrecipient shall procure only items designated in guidelines of the Environmental Protection Agency (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 §5).

13. **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 36 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.
14. **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 HOME funds must comply with requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped."
15. **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 § 35 and 24 CFR § 92.355), 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.
16. **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 §92.353, 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 92.353 (c)(2)) 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)) 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 353 (c), including relocation payments and other assistance to persons displaced by a project assisted with HOME 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” as defined in the Notice.

17. Property Standards and Disposition.

- 171 Real or personal property purchased in whole or in part with HOME 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 2 CFR 200.311(c).
- 172 Minimum Period of Use – Emergency Shelter. Renovated Buildings. Each building renovated with HOME 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 HOME funds are used for renovation, the minimum period of use is 3 years.
- 173 After expiration of the required use period, Subrecipient is free to use the real property for another use without obligation to the City.
- 174 Minimum Standards for Permanent Housing. The Subrecipient cannot use HOME funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in 24 CFR §92.251.

18. Debarment, Suspension, Ineligibility and Voluntary Exclusion.

- 181 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 Citys; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 24 CFR Part 2424.
- 182 If the Subrecipient is unable to comply with this requirement, an explanation shall be immediately provided to the City in accordance with paragraph 28 of this Agreement.

19. **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 E
INSURANCE**

The Subrecipient will obtain and maintain a Certificate of Insurance will contain the following information:

Item One:

- A. Commercial General Liability coverage with limit not less than \$1 million per occurrence, \$100,000 for property damage liability, and \$2 million aggregate.
- B. Unless a sole proprietorship or single-member limited liability company, 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 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 and the City of Glendale are included as 'additional insureds' on the policy."

**EXHIBIT F
CERTIFICATIONS**

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.

EXHIBIT F (1 OF 5)
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

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

6/6/24
Date

EXHIBIT F (2 OF 5)
SECTION 319 OF PUBLIC LAW 101-121

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

6/6/24

Date

EXHIBIT F (3 OF 5)
**CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES
AND LABOR SURPLUS AREA FIRMS**

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 City 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

6/6/24

Date

**EXHIBIT F (4 OF 5)
DRUG-FREE WORKPLACE**

The Subrecipient certifies that it will maintain a drug-free workplace in accordance with the requirements of 24 CFR § 92.350 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


6/6/24

Date

EXHIBIT F (5 OF 5)
Certification Regarding Debarment, Suspension, Ineligibility, & Voluntary Exclusion Lower Tier Covered Transactions

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 28 of this Agreement.



Signature



Date

EXHIBIT G
HUD CPD Notice 21-10

HUD CPD Notice 21-10: *Requirements for the Use of Funds in the HOME-American Rescue Plan Program*, can be found at hudexchange.info and is incorporated into this Agreement by reference.