



INTERGOVERNMENTAL AGREEMENT
FOR SERVICES BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
THE CITY OF SURPRISE



Contract Amount: \$136,692
Contract Start Date: July 1, 2016
Contract Termination Date: 24 months from date fully executed
Contract Number: _____
CFDA Number: 14 239, HOME Investment Partnerships Program
DUNS Number: 021648936

This Intergovernmental Agreement for services ("Agreement") is entered into by and between the City of Surprise, a member of the HOME Consortium (hereinafter referred to as the "City and/or "Subrecipient"), and Maricopa County, administered by its Human Services Department, (hereinafter referred to as the "County" or "Lead Agency" or "Department"). The Subrecipient and County are collectively referred to herein as the "Parties" and individually as a "Party."

The County shall provide financial reimbursement in an Agreement amount up to One Hundred Thirty Six Thousand Six Hundred Ninety-Two Dollars (\$136,692) subject to the terms of this Agreement and availability of funds. This Agreement amount constitutes the County's entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

The Subrecipient, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services set forth herein. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth herein and in:

Section I - General Provisions - Contain uniform administrative requirements applicable to both Parties participating in the HOME Investment Partnerships (HOME) Program, which include, but are not limited to, definitions; non-discrimination and equal opportunity requirements; disclosure and retention requirements; and debarment, suspension, or ineligibility exclusions.

Section II - Special Provisions - Provides specific programmatic requirements upon the Subrecipient that are established by the HOME Program and applicable HUD regulations. This includes, but is not limited to, disposition of program income; financial record management; reporting requirements; and Subrecipient certifications.

Section III - Work Statement - The section contains, but is not limited to, a narrative of the project; a list of the tasks to be performed; established goals; performance measures; scheduling; budget; planned expenditures of income.

Section IV - Compensation - Contains provisions relating to compensation for Subrecipient, method of payment, terms of reimbursement, conditions prior to the release of funds.

Section V - Attachments & Forms - Contains the Certification and Request For Reimbursement Form; Maximum Subsidy Limits for Rental 221 (d) 3 Limits; Monthly Summary of Program Income and Recaptured Funds; HOME Funds Match Certification Form.

SUBRECIPIENT

Representative: Christina Ramirez, Neighborhood Services Supervisor

Phone: 623-222-3238

Email: Christina.Ramirez@surpriseaz.gov

Address: 16000 N. Civic Center Plaza, Surprise, AZ 85374

LEAD AGENCY

Representative: Rachel Mine, Assistant Director, Housing and Community Development

Phone: 602-372-1528

Email: MineR@maricopa.gov

Address: 234 N. Central Avenue, Third Floor, Phoenix, AZ 85004

Notice under this Agreement shall be given by personal delivery or by registered or certified mail, postage prepaid and returned receipt requested, to the persons at the addresses set forth above and shall be effective three (3) days after being mailed unless otherwise indicated in the notice.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any Party hereto. Nothing in this Agreement shall be construed as consent to any lawsuit or waiver of any defense in a lawsuit brought against the State of Arizona, County, or the Subrecipient in any State or federal court.

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:
SUBRECIPIENT

Approved By:
MARICOPA COUNTY (LEAD AGENCY)

Authorized Signature

Chairman, Board of Supervisors

Date

Date

Attested to:

Attested to:

City/Town Clerk

Fran McCarron II, Clerk of the Board

Date

Date

IN ACCORDANCE WITH A.R.S. §§ 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY, AND, IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY FOR SUBRECIPIENT ON BEHALF OF SUBRECIPIENT, AS TO THEIR RESPECTIVE CLIENTS ONLY, EACH ATTORNEY HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAW OF THE STATE OF ARIZONA.

APPROVED AS TO FORM :

APPROVED AS TO FORM :

Attorney for the Subrecipient Date

Deputy County Attorney Date

SECTION I
GENERAL PROVISIONS



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

- A. **PURPOSE**
County shall provide Subrecipient with U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnership Program funds for the provision of HOME activities as identified in Section III Work Statement.
- B. **TERM**
The term of this Agreement shall commence upon July 1, 2016, and shall remain in effect for 24 months from the date fully executed. The Agreement shall become effective upon approval and signature by both Parties.
- C. **RENEWAL**
The Agreement may be renewed by a written amendment, provided however, that Subrecipient is in full compliance with all terms and conditions of this Agreement. The County shall notify the Subrecipient in writing of its intent to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional terms thereafter.
- D. **AMENDMENTS**
All Amendments to this Agreement shall be in writing and signed by both Parties, and be requested to the County no later than ninety (90) days prior to contract expiration.
- E. **TERMINATION**
1. Pursuant to A.R.S. §38-511, Parties may cancel this Agreement without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of a Party is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, pursuant to A.R.S. § 38-511 the Parties may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Party from any other party to the contract arising as the result of the Agreement.
 2. Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the County under the Availability of Funds provision). The notice shall be given by personal delivery or by registered or certified mail, postage prepaid and returned receipt requested to the persons at the addresses set forth on Page Two of this Agreement.
 3. This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.
 4. The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or Subrecipient's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Agreement will terminate upon the expiration of the term of this Agreement stated on the Page One of this Agreement.
 5. In accordance with 2 CFR § 200, et seq., County may suspend or terminate this Agreement if Subrecipient violates any term or condition of this Agreement or if Subrecipient fails to maintain a good faith effort to carry out the purpose of this Agreement.
 6. County or Subrecipient may terminate this Agreement for convenience in accordance with 2 CFR § 200, et seq. Both Parties shall agree upon the termination conditions including the effective date of the termination. The party initiating the termination shall notify the other party in writing stating the reasons for such termination.

F. EFFECT

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

G. DEFINITIONS

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

1. Annual Action Plan means the annual plan submitted by the County as the lead agency of the Maricopa HOME Consortium that describes the Consortium's annual program goals.
2. Assistant Director means the Director of the Community Development Division within the Human Services Department.
3. Beneficiary means a person or household that meets the income requirements of 24 CFR 92.203 subject to the restriction on assistance to students enrolled in an institution of higher education, as described in 24 CFR 5.612.
4. Commitment means an executed legally binding written agreement with a Subrecipient or a contractor to use a specific amount of HOME funds to produce affordable housing, provide down-payment assistance or tenant based rental assistance. An agreement between the representative unit and a member unit of general local government of the Consortium does not constitute a commitment as described in 24 CFR Part 92.2(1) and (2).
5. Consortium Agreement means the Intergovernmental Agreement (IGA) between members of the Maricopa County HOME Consortium entered into on or about June 29, 2005 which automatically renews for successive 3-year terms and expires on or about June 30, 2018.
6. Contract Administrator means the person identified in page 2 of this Agreement who is responsible for administering this Agreement on behalf of the County.
7. County means Maricopa County by and through its Human Services Department as the Lead Agency of the Maricopa HOME Consortium.
8. Contractor/Subcontractor means a non-profit or for-profit organization carrying out HOME related project activities as described in the written agreement between the City and the Developer.
9. Director means the Director of the Maricopa County Human Services Department.
10. Division means the Housing & Community Development Division of the Human Services Department.
11. Fidelity Bond means a bond to indemnify the Subrecipient against losses resulting from fraud or lack of integrity, honesty or fidelity of one or more employees, officers or other persons holding a position of trust.
12. Five Year Consolidated Plan means the HUD required Consolidated Plan submitted by the County as the lead agency for the Maricopa HOME Consortium.
13. HOME means HOME Investment Partnerships Program.
14. HUD means U.S. Department of Housing and Urban Development.
15. Juvenile means any person under the age of eighteen (18).
16. Lead Agency or Department means Maricopa County Human Services Department, Housing and Community Development Division. The Lead Agency is designated per the Intergovernmental Agreement authorized and adopted by the HOME Consortium members' legislative bodies.
17. Low-income families means families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family

- incomes. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR 5.612.
18. Maricopa HOME Consortium means the group of jurisdictions that participate in the Three-Year Cooperative Consortium Agreement with Maricopa County.
 19. Maricopa HOME Consortium Current Practices Manual or Current Practices Manual is the manual adopted by the Maricopa HOME Consortium for the administration of Projects.
 20. Minority Business Enterprise (MBE) means an entity which is majority owned or controlled by a socially and economically disadvantaged individual as described by Public Law 95-507.
 21. Net Proceeds means the amount remaining after deducting non-HOME debt and closing costs from the sale of a HOME funded asset, obligation or loan.
 22. Women's Business Enterprise (WBE) means an entity in which a woman has majority ownership and control.
 23. Payment Bond means a bond executed to assure payment as required by law of all persons performing work or providing materials in the execution of work provided in this Agreement.
 24. Performance Bond means a bond executed to secure fulfillment of all of the Subrecipients obligations under this Agreement.
 25. Program means HOME Subrecipient's receipt of funds to carry out programs (e.g., down payment assistance, homeowner rehabilitation, or tenant-based rental assistance programs, etc.), and not to undertake specific projects. (Entities that carry out projects are generally owners, developers, or sponsors.) The Work Statement included herein describes the Subrecipient programs to be administered.
 26. Projects means rehabilitation or new construction (with or without acquisition) as described in a legally binding agreement between the HOME Subrecipient and the prospective owners or beneficiaries of the HOME funds for which all necessary financing has been secured and budgeted and for which an acquisition, construction and/or rehabilitation schedule has been established, and underwriting has been completed and otherwise complies with CFR Part 92.2 (2) and 92.2 (A) and (B).
 27. Public Agency has the meaning prescribed by A.R.S. § 11-951.
 28. Subcontract means any contract entered into by a Subrecipient with a third party for performance of any of the work or provision of any of the services covered by this Agreement.
 29. Subrecipient means a public agency administering all requirements of the HOME program and is the member unit of a general local government, person, firm or organization listed on the Cover Page of this Agreement.
 30. Vendor means an entity funded through the Subrecipient to provide services required by the Work Statement.
 31. Very low-income families means low-income families whose annual incomes do not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. An individual does not qualify as a very low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR 5.612.
 32. Work Statement means the section of this Agreement that contains a description of services to be delivered pursuant to this Agreement.

H . GENERAL REQUIREMENTS

1. The terms of this Agreement shall be construed in accordance with Arizona law and the applicable regulations of the United States Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.

2. The Subrecipient shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.
3. The Subrecipient is independent in the performance of work and the provision of services under this Agreement and shall comply with all laws regarding unemployment insurance, disability insurance and workers compensation.
4. Subrecipient shall comply with the regulations prohibiting a conflict of interest, and not make any payments, either directly or indirectly, to any person, partnership, corporation, trust or other organization that has a substantial interest in Subrecipient's organization or with which Subrecipient (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval therefore. For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

I. ACCEPTANCE OF FUNDS

Subrecipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to the County within 30 days of receipt unless Subrecipient received a written waiver of this requirement by the County.

J. ASSIGNMENT AND SUBCONTRACTING

No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the County. Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated or subcontracted, in whole or in part, unless the County agrees otherwise.

K. AVAILABILITY OF FUNDS

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

L. BUDGET ADJUSTMENTS

Subrecipient must receive prior written approval from the County to move funds from one Budget Activity Line Item to another. Budget adjustments that do not change the Agreement Amount may be documented by an Amendment signed by the Director and the Subrecipient's Representative. If the County agrees to the budget adjustments that increase the Agreement Amount, the County shall follow section D of this Agreement to amend this Agreement. Any requests for reasonable budget adjustments must be submitted ninety (90) days prior to the expiration of this Agreement. Requests for adjustments to this Agreement must be supported by appropriate documentation. The Subrecipient shall not retain any funds drawn down in excess of immediate cash needs (to be used within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to the County within 30 days

of receipt. The Subrecipient must also return to the County any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

M . DISPUTES

1. Except as may otherwise be provided for in this Agreement, any dispute arising out of this Agreement that is not resolved between the Parties within a reasonable period of time, which shall not exceed one hundred twenty (120) days, shall be submitted in accordance with the following dispute resolution process.
2. Notice of the specific grounds of a dispute shall be in writing and filed with the Assistant Director within ten (10) working days from the date Subrecipient knew or should have known of the basis of the dispute. The Assistant Director shall respond in writing to Subrecipient within fourteen (14) working days. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) working days from the date Subrecipient is served with the decision, Subrecipient files a written notice of appeal with the Human Services Department Director, who shall provide Subrecipient with a written response within fourteen (14) working days following receipt of Subrecipient's notice of appeal. The decision of the Director shall be final and not appealable.
3. Pending a final decision of the Director, the Subrecipient shall proceed diligently with its performance of this Agreement in accordance with the Assistant Director's decision.

N . DEFAULT AND REMEDIES FOR NON COMPLIANCE

1. Notwithstanding anything to contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
2. This Agreement may be immediately terminated by the County if the Subrecipient defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Subrecipient's ability to perform any of its obligations under this Agreement. The County reserves the right to have service provided by persons other than the Subrecipient if the Subrecipient is unable or fails to provide required services with the specified time frame.
3. Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds in properly expended, or the recovery of funds in properly acquired. Noncompliance includes, but is not limited to:
 - a. Nonperformance of any obligations required by this Agreement.
 - b. Noncompliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives.
 - c. Unauthorized expenditure of funds.
 - d. Violation of the applicable affordability period.
 - e. Improper disposition of resale or recapture proceeds.
 - f. Improper disposition of program income.
 - g. Noncompliance with applicable financial record requirements, accounting principles, or standards established by 2 CFR 200 et seq.
 - h. Noncompliance with recordkeeping, record retention, or reporting requirements.
4. Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, Subrecipient shall, without intent to limit or with restrictions, be subject to the following:
 - a. All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.

- b. Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
 - c. Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under contract or rule.
 - d. Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
5. The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, its employees, officials, successors, assigns, contractors, or subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement

O . SEVERABILITY

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

P . STRICT COMPLIANCE

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

Q . NON-LIABILITY

The County, its officers, representatives, agents and employees shall not be liable for any act or omission by the Subrecipient or Vendor or any officer, representative, agent or employee of Subrecipient or Vendor occurring in the performance of this Agreement, nor shall these entities be liable for purchases or contracts made by the Subrecipient, Vendor or any officer, representative, agent and employee of Subrecipient or Vendor, in connection with this Agreement.

R . INDEMNIFICATION

To the extent permitted by law, the Subrecipient shall, and shall cause any of its Subcontractors to, indemnify, defend save and hold harmless the State of Arizona and Maricopa County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient and any of its Subcontractors, or any of the directors, officers, agents, or employees of Subrecipient and any of its Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Subrecipient or any of its Subcontractors to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subrecipient and any of its

Subcontractors from and against any and all claims. It is agreed that the Subrecipient and any of its Subcontractors will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

S. TECHNICAL ASSISTANCE

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

T. SINGLE AUDIT ACT REQUIREMENTS

Subrecipient is in receipt of federal funds through the County. The funds are subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. §§ 7501, et seq.). Subrecipients 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 County within the twelve (12) months following the close of the fiscal year. Subrecipient shall take corrective actions within six (6) months of the date of receipt of the reports. The County shall consider sanctions as described in 2 CFR 200.505 when the Subrecipient is noncompliant with the audit requirements.

U. AUDIT DISALLOWANCES

1. The Subrecipient shall, upon written notice thereof, reimburse the County for any payments made under this Agreement that are disallowed by a federal, State or County audit in the amount of the disallowance, as well as court costs and attorney's fees the County spends to pursue legal action relating to a disallowance. Court costs and attorney's fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
2. If the County determines that a cost for which payment has been made is a disallowed cost, the County will notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

V. STAFF AND VOLUNTEER TRAINING

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

W. CLEAN AIR ACT

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

X. LOBBYING

1. No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 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, grant, loan or cooperative agreement, the Subrecipient shall complete and submit OMB Form -LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

Y. RELIGIOUS ACTIVITIES

The Subrecipient agrees that none of its costs and none of the costs incurred by any Vendor will include any expense for any religious activity.

Z. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the County 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.

AA. COVENANT AGAINST CONTINGENT FEES

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

BB. SAFEGUARDING OF 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 purpose of this Agreement. Subrecipient and its agents shall safeguard the confidentiality of this information as required by federal and state law. Subrecipient shall include a clause to this effect in all Subcontracts.

CC. RIGHTS IN DATA

The Parties shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance hereunder.

DD. COPYRIGHTS

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

EE. PATENTS

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the County for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

FF. AGREEMENT COMPLIANCE MONITORING

The Lead Agency will monitor the Subrecipient's compliance with, and performance under, the terms and conditions of this Agreement and the applicable federal regulations promulgated by HUD. On-site visits for compliance monitoring may be made by the Lead Agency at any time during the Subrecipient's normal business hours, announced or unannounced. During an on-site visit, the Subrecipient shall make all of its records and accounts related to work performed or services provided under this Agreement available to the Lead Agency for inspection and copying. In the event of conflict

between the terms of this Agreement and the terms of the Consortium Agreement or the Current Practices Manual, the terms of this Agreement control.

GG. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

1. The Subrecipient shall, during the term of this Agreement, immediately inform the Contract Administrator in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the Subrecipient to notify the County of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.
2. The Contract Administrator may request, and the Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) working days, a copy of such other agreement or grant, when in the opinion of the Contract Administrator the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.
3. If the Contract Administrator determines that the award to the Subrecipient of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, the Administrator will prepare an amendment to this Agreement affecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, the dispute shall be resolved pursuant to the "Disputes" section contained herein.

HH. MINIMUM WAGE REQUIREMENTS

The Subrecipient warrants that it shall pay all its employees who are performing work or providing services under this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, et seq.) by law, regulation or Executive Order 13658.

II. RECOGNITION OF COUNTY SUPPORT

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

JJ. INSURANCE

1. Subrecipient shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies who are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
2. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Agreement.
3. Subrecipient's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
4. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect County.
5. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Subrecipient shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may

- require Subrecipient to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
6. County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Subrecipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Subrecipient from, or be deemed a waiver of County's right to insist on strict fulfillment of Subrecipient's obligations under this Agreement.
 7. The insurance policies required by this Agreement, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
 8. The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Subrecipient's work or service.
 9. The Subrecipient's policies shall stipulate that the insurance afforded the Subrecipient shall be primary insurance and that any insurance carried by the County, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
 10. Coverage provided by the Subrecipient shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
 11. Commercial General Liability:
 - a. Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
 12. Workers' Compensation:
 - a. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Subrecipient's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
 - b. Subrecipient waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Subrecipient pursuant to this Agreement.
 13. Sexual Molestation And Physical Abuse:
 - a. When services involve working with these groups of individuals, the insurance requirements in the Agreement need to be revised to include coverage for "sexual molestation and physical abuse". Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, Subrecipient whose services include working with and/or caring for children/elderly and disabled persons should have their policies specifically endorsed to include this coverage.
 14. Commercial General Liability - Occurrence Form:
Policy shall include bodily injury, property damage and broad form contractual liability coverage.

15. The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.
16. The policy shall be endorsed to include the following additional insured language: "Maricopa County, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Subrecipient".
- Minimum Limits:
- | | |
|--------------------------|-------------|
| General Aggregate | \$4,000,000 |
| Each Occurrence Limit | \$2,000,000 |
| Sexual Abuse/Molestation | \$2,000,000 |
17. Builder's Risk (Property) Insurance.
- Subrecipient shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Agreement amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than County has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of County, Subrecipient and all of Subrecipient's subcontractors and sub-subcontractors in the work during the life of the Agreement and course of construction, and shall continue until the work is completed and accepted by County. For new construction projects, Subrecipient agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, Subrecipient agrees to assume responsibility for loss or damage to the work being performed at least up to the full Agreement amount, unless otherwise required by the Agreement documents or amendments thereto.
- Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Agreement.
 - Builders' Risk insurance must provide coverage from the time any covered property comes under the Subrecipient's control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self insurance maintained by the County is not contributory.
 - If the Agreement requires testing of equipment or other similar operations, at the option of County, Subrecipient will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.
18. Certificates of Insurance:
- Upon Agreement execution, Subrecipient shall furnish the County with valid and complete certificates of insurance or formal endorsements as required by the Agreement, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement number and title.
 - Prior to commencing work or services under this Agreement, Subrecipient shall have insurance in effect as required by the Agreement in the form provided by the County, issued by Subrecipient's insurer(s), as evidence that policies

providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE SUBRECIPIENT AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF AGREEMENT.

- c. In the event any insurance policy(ies) required by this Agreement is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Subrecipient's work or services and as evidenced by annual Certificates of Insurance.
 - d. If a policy does expire during the life of the Agreement, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.
19. Cancellation and Expiration Notice:
- a. Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.
 - b. If the Subrecipient provides professional or semi-professional personal services under this Agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, or legal services, Subrecipient shall carry minimum liability coverage of \$2,000,000 each occurrence and provide the County with proof of coverage.
20. Subcontractors:
Subrecipient's certificate(s) shall include all subcontractors as insureds under its policies or Subrecipient shall furnish to the County separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
21. Approval:
Any modification or variation from the insurance requirements in any Agreement must have prior approval from the County whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.
22. Exceptions:
In the event the Subrecipient or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

KK. BONDING

- 1. The Subrecipient shall not receive any initial reimbursements under this Agreement in an amount greater than the Subrecipient's bonding limit. Subrecipient shall provide the Assistant Director with documentation of required bonding.
- 2. Subrecipient shall have fidelity bonding of not less than the maximum amount of cash on hand or an amount equal to the initial reimbursement, whichever is greater.
- 3. Bonding requirements shall prevail throughout the term of this Agreement.

LL. GRIEVANCE PROCEDURE

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

MM. NONDISCRIMINATION

The Subrecipient, in connection with any service or other activity under this Agreement, shall not in anyway, discriminate against any person on the grounds of race, color, religion, sex, national origin, age,

disability, political affiliation or belief. The Subrecipient shall include this clause in all of its Subcontracts.

NN . EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, sexual identity, gender identity or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient shall, to the extent such provisions apply, comply with Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and Executive Orders 11375 and 11246 and implementing regulations at 41 CFR part 60, as well as, Arizona Executive Order 99-4, which mandates that all persons shall have equal access to employment opportunities.

OO . DISABILITY REQUIREMENTS

Subrecipient agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2532 and 2533 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

PP . UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, the Subrecipient agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200— UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

QQ . FINANCIAL MANAGEMENT

The Subrecipient shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disposed of in a manner specified by the County in accordance with applicable State and federal regulations. The Subrecipient shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, it shall be in accord with generally accepted accounting principles.

RR . RETENTION OF RECORDS

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

TT. ADEQUACY OF RECORDS

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

UU. COMPETITIVE BID REQUIREMENTS

1. Equipment

If this Agreement is with other than a Public Agency, the Subrecipient shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost pursuant to the following competitive bidding system:

- a. Procurements in excess of \$300, but less than \$1,000, require oral price quotations from two or more vendors. The Subrecipient shall keep and maintain a record of the vendors' verbal quotations. The Subrecipient's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.
- b. Procurements exceeding an aggregate amount of \$1,000 must be approved by the County. At least three (3) bidders shall be solicited to submit written quotations. The Subrecipient shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

2. Supplies

If this Agreement is with other than a Public Agency, the Subrecipient shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and pursuant to a system of written quotes whenever the price is expected to be greater than \$300, unless the Subrecipient obtains the Contract Administrator's prior written approval to purchase supplies by an alternate method.

3. Minority, Women and Small Business Enterprises

The Subrecipient shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

4. Bidding Procedures

If the Subrecipient is a Public Agency, the Subrecipient's own bidding procedures shall govern.

5. Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Agreement.

VV. PROPERTY

Any property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by the County, and shall revert to the County upon termination of this Agreement, unless the County determines otherwise. The costs to repair such property are the responsibility of the Subrecipient within the limits budgeted herein. Repair costs beyond the budgeted amount shall be approved by the County.

WW. IMMIGRATION LAWS AND REGULATIONS

1. Federal Immigration and Nationality Act

- a. The Parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Parties agree to comply with the IRCA in performing under this Agreement and to permit the other Party to inspect personnel records to verify such compliance.
- b. By entering into this Agreement, both Parties warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and

regulations related to the immigration status of its employees. Both Parties shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. Both Parties and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

- c. The Parties may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should either Party suspect or find that the other Party or any of its subcontractors are not in compliance, then the Party may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the other Party. All costs necessary to verify compliance are the responsibility of the Subrecipient or its subcontractor.
2. Arizona Law: The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:
- a. That Subrecipient and its Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;
 - b. That a breach of a warranty under subsection 2 a above, shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability;
 - c. That the County and any contracting government entity retains the legal right to inspect the papers and employment records of any Subrecipient or Vendors employee who works on this Agreement to ensure that the Subrecipient or Vendors is complying with the warranty provided under subsection 2 a above and that the Subrecipient agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

XX. DRUG FREE WORKPLACE ACT

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

YY. GOVERNOR'S EXECUTIVE ORDER NO. 88-26

The Subrecipient is required to use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

ZZ. EMPLOYMENT DISCLAIMER

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

AAA. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned by signing and submitting this Agreement has the authority to certify the Subrecipient to the terms, representations and/or warrants of this Certification. The Subrecipient, defined as the primary participant in accordance with 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
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 contract 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 governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
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 County if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
6. shall not enter into a subcontract or sub-recipient agreement with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

The Subrecipient shall include without modification this Certification's language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," with all subgrantees or other contractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. Part 76.

Should the Subrecipient not be able to provide this Certification, an explanation as to why shall be immediately provided to the County, Attention: Housing and Community Development Assistant Director, 234 N. Central Ave., Third Floor, Phoenix, AZ 85004.

BBB. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

1. The Parties agree that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Subrecipient employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3908 of the Federal Acquisition Regulation;
2. Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Subrecipient and copies provided to County upon request; and
3. Subrecipient shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

CCC . ISRAEL BOYCOTT

Per A.R.S. § 35-393, Subrecipient certifies that they are not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.

SECTION II

SPECIAL PROVISIONS



MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

A. STANDARDS

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

B. COMPLIANCE WITH LAWS, RULES & REGULATIONS

This Agreement and the Parties hereto, are subject to all applicable federal, state, or local laws, rules, and regulations. The Subrecipient shall comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement. Refer to the Default and Remedies for Noncompliance provided in the General Provisions.

C. COMPLIANCE WITH REQUIREMENTS REGARDING ELIGIBILITY FOR PUBLIC BENEFITS

Subrecipient shall comply with State and other laws regarding eligibility for public benefits including ARS § 1-501 and § 1-502 which states that public benefits shall only be provided to eligible applicants who are citizens of the United States, or are Qualified Non-Citizens:

1. All applicants authorized to receive public benefits must provide documentation of their lawful presence in the United States through a verification process.
2. All eligible applicants must also execute a sworn affidavit stating that the documentation provided during the verification process to prove citizenship or qualified non-citizen is true.
3. The Affidavit Demonstrating Lawful Presence in the United States or similar form shall be used to document compliance with requirements 1 and 2, above.
4. Employees of Maricopa County and its subcontracted entities are required to report "discovered violations" of federal immigration law
5. Public benefits are defined in ARS 1-501 as any grant, contract, ban, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States.
6. Programs, services, or assistance such as soup kitchens, crisis counseling and intervention, and short-term shelter which meet the following conditions are exempt from ARS 1-501 and 1-502.
 - a. deliver in-kind services at the community level, including through public or private nonprofit agencies;
 - b. do not condition the provision of assistance, the amount of assistance provided, or the cost of assistance provided on the individual recipient's income or resources; and
 - c. are necessary for the protection of life or safety.

D. AUDIT REQUIREMENTS

The Subrecipient shall, at its own expense, file with the County by March 31st of each Agreement year, either audited financial statements prepared in accordance with federal single audit requirements; or, financial statements of the HOME program prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

E. SPECIAL FEDERAL AND PROJECT PROVISIONS

1. In accordance with HOME Program regulations, the Subrecipient agrees to implement the Program fully as described in each Work Statement in accordance with the terms of the Five-Year Consolidated Plan and the Annual Action Plan submitted by the County to HUD for funds to carry out the Program and the Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with any Cooperation Agreements with the Municipality (as applicable). The Annual Action Plan is hereby incorporated by reference into this Agreement. In summary, the Program is described in Work Statement, Section III. The Subrecipient shall be responsible to provide various reports of all activities related to the Work Statement. The Subrecipient agrees to submit to the County required reports:
 - a. Program Income Reports are due monthly with supporting documentation and with each Request for Reimbursement.
 - b. Quarterly Performance Reports are due on the 15th of July, October, January and April of the preceding three months (i.e. July report cover the months of April, May and June). Reports shall address all programs described in the Work Statement. Failure to submit timely Performance Reports will result in suspension of payment reimbursement requests until all reports are brought current. Performance Reports are continually due for rental projects to ensure that all beneficiary data is regularly updated with beneficiary information during lease-up along with vacant unit reports. Within six months from the date of project completion, if a rental unit remains unoccupied, the Subrecipient must provide the County information about current marketing efforts and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible. Within 18 months from the date of project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible tenant, HUD will require repayment of all HOME funds invested in the unit. A unit that has not served a low- or very low-income household has not met the purposes of the HOME program. Therefore, the costs associated with the unit are ineligible. This tracking provides the County with early notice of any units at risk of going unrented as described in §92.252.
 - c. Monthly Request for Reimbursements Subrecipient must use the required Monthly Request for Reimbursement form and must include all supporting documentation, a Match Log, Monthly Summary of Program Income/Recaptured Funds Report, and supporting documentation;
 - d. HOME Setup Reports are due within one (1) year from the date this Agreement is fully executed. According to 92.250 (b): Before Setup Reports are submitted, the Subrecipient must evaluate the project in accordance with guidelines that it has adopted for determining a reasonable level of profit or return on owner's or developer's investment in a project and must not commit or invest any more HOME funds, alone or in combination with other governmental assistance, than is necessary to provide quality affordable housing that is financially viable for a reasonable period (at a minimum, the period of affordability in 24 CFR 92.252 and 254) and that will not provide a profit or return on the owner's or developer's investment that exceeds the Subrecipient's established standards for the size, type and complexity of the project.
 - e. HOME Completion Reports are due no later than sixty (60) days after final payment is requested. HOME Completion Reports must include all required documents as described in this Agreement. Within ten (10) business days of receiving the HOME Completion Report, the County will enter project completion into the HUD Exchange Integrated Disbursement and Information System (IDIS). The date the HOME Completion Report is entered into IDIS is the date the affordability period commences for each activity.

- f. Initial Request for Reimbursement form with required documentation for each activity is due within 45 (forty-five) days of submitting a HOME Setup Report and no later than 90 (ninety) days thereafter. After the initial request for reimbursement, subsequent requests shall be submitted monthly until project is completed.
- g. Other HUD-required reporting data as applicable.

F. PROGRAM INCOME

1. Means all gross income received by the Subrecipient directly generated from the use of funds provided by this Agreement or matching contributions. Program income must be used in accordance with the requirements of 24 CFR 92.503. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds used. Program income may be retained and used by the Subrecipient under the following conditions: submit to the County with documentation supporting the amount of program income received and expended. Monthly Summary Program Income Reports are due to the County by the 15th day of the following month (i.e. due on August 15th for the month of July).
2. Program income derived from Maricopa HOME Consortium activities undertaken by a Subrecipient which thereafter terminates its participation in the consortium continues to be program income of the consortium and must be returned to the County.
3. Program Income includes, but is not limited to: [1] proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated or constructed with HOME funds or matching contributions, [2] gross income from the use or rental of real property, owned by the Subrecipient that was acquired, rehabilitated, or constructed, with HOME funds or matching contributions, less cost incidental to generation of the income (program income does not include gross income from the use, rental or sale of real property received by the project owner, developer, or sponsor, unless the funds are paid by the project owner, developer, or sponsor to the participating jurisdiction, subrecipient or State recipient); [3] payments of principal and interest on loans made using HOME funds or matching contributions; [4] Proceeds from the sale of loans made with HOME funds or matching contributions; [5] Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions; [6] Interest earned on program income pending its disposition; and [7] Any other interest or return on the investment permitted under 24 CFR 92.205 (b) of HOME funds or matching contributions.
4. Program Income received by the Subrecipient shall be tracked by the Subrecipient and accounted for in a separate fund or account and reported monthly to the County in the required format. Program Income that is received after the end of this Agreement shall be sent to the County in accordance with 24 CFR § 92.503 within 30 days after the expiration of this Agreement.

G. RECAPTURED FUNDS

1. Recaptured funds are HOME funds which are recouped by the Subrecipient when HOME assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by 24 CFR 92.254 (a) (4). The amount of the recapture is determined by the recapture requirements established by the Subrecipient in accordance with 24 CFR 92.254 (a) (5) (ii). In accordance with 24 CFR 92.503 (c), recaptured funds must be deposited in a separate account and have support back-up evidencing recaptured funds.
2. Recaptured funds must be used for eligible HOME activities in accordance with the requirements of the HOME statute and regulations, in the same manner as program income must be used. However, unlike program income, since recaptured funds represent a return of the original HOME investment, 10% of the recaptured funds may not be used for eligible administrative and planning costs. The Subrecipient must enforce the recapture agreements

and account for the source and application of recaptured funds, in accordance with the record keeping requirements of 24 CFR 92.508. Recaptured funds may be retained and used by the Subrecipient under the following conditions: submit to the County documentation supporting the amount of recaptured funds received and expended. Monthly Summary of Recaptured Fund Reports which are due to the County by the 15th day of the following month (i.e. due on August 15th for the month of July).

3. Recaptured funds received from Maricopa HOME Consortium activities undertaken by the Subrecipient which thereafter terminates its participation in the consortium must be returned to the County.

H. REAL PROPERTY ACQUIRED OR IMPROVED WITH HOME FUNDS

Upon expiration of this Agreement, any real property under the Subrecipient control that was acquired or improved in whole or in part with HOME funds must be occupied by low and/or very low income households and in compliance with HOME occupancy limits and must meet the requirements to qualify as affordable housing subject to encumbrances and obligations described in any applicable recorded covenants running with the land. The option to use deed restrictions or covenants running with the land must include period of affordability set forth in §92.252 and §92.254.

I. DEOBLIGATION

The County may reduce funds from the funding award evidenced by this Agreement, under the following circumstances:

1. The Subrecipient completes performance under the Work Statement without using all funds provided by the County under this Agreement;
2. This Agreement expires all funds are expended;
3. The County's original allocation was a ban and the Subrecipient paid the ban;
4. Cancelled or changed a Program required under the Work Statement for reasons other than non-performance;
5. This Agreement has otherwise been terminated. The County may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to the Subrecipient.

J. REDUCTION IN FUNDS

The County may reduce funds from the amount of the funding award evidenced by this Agreement, under the following circumstances: 1) The County determines that the Subrecipient failed to use the funds provided by the County under this Agreement in compliance with the terms and conditions outlined herein; or 2) the Subrecipient fails to perform in accordance with the performance obligations set forth in the Statement of Work and Project Schedule or the terms of this Agreement. The County may reduce funds under this Agreement under the foregoing circumstance upon written notice to the Subrecipient.

K. REPAYMENT OF FUNDS

Subrecipient agrees to repay funds provided under this Agreement in compliance with the terms of this Agreement or the requirement of applicable laws and regulations. This repayment obligation extends to but is not limited to questioned costs identified in HUD monitoring or Single Audit and repayments required by HUD for failed projects during the period of affordability for projects financed under this agreement. The County may specify in writing, the terms of the repayment or alternative terms in lieu of repayment however in no case shall repayment or alternative terms be accomplished later than one hundred eighty (180) days following the written determination of noncompliance by the County.

L. FUNDS REMAINING AT EXPIRATION

Upon expiration of the Agreement, the Subrecipient shall transfer to the County any unexpended funds advanced to the Subrecipient by the County under this Agreement.

M. ADMINISTRATIVE REQUIREMENTS

In accordance with federal regulations, including 24 CFR § 92 et seq., the County is responsible for ensuring the administration of HOME Program Funds in accordance with all program requirements.

1. FINANCIAL RECORDS: Subrecipient accounting system and financial records shall comply with the applicable requirements and standards of 2 CFR 200 et seq. Such systems shall be subject to monitoring from time to time by the County or by HUD.

- a. The Subrecipient agrees to adhere to accounting principles and procedures, to utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- b. Subrecipient is to adhere to applicable audit requirements as described and in accordance with 2 CFR 200 et seq. In addition, all Subrecipients must provide annual single-audit reports or annual audited financial statements to the County.
- c. Subrecipient is to adhere to the repayment of investment requirements set forth in 24 CFR § 92.503. Any HOME Funds invested in housing that does not meet the affordability requirements for the period specified in § 92.252 or § 92.254, as applicable, must be repaid in accordance with 24 CFR § 92.503 (b)(3).

2. DOCUMENTATION AND RECORD KEEPING :

- a. Records to be Maintained – The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR § 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to records:
 - i. Demonstrating that the Subrecipient is and remains a qualified Subrecipient;
 - ii. Providing a full description of each projects undertaken and its impact;
 - iii. Required determining the eligibility of activities;
 - iv. Demonstrating compliance with environmental review requirements;
 - v. Required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance (Properties retained shall continue to meet eligibility criteria);
 - vi. Demonstrating citizen participation;
 - vii. Demonstrating compliance regarding acquisitions, displacement, relocation and replacement housing;
 - viii. Demonstrating continuing compliance for all activities and/or compliance with resale or recapture provisions of the affordability standards;
 - ix. Documenting compliance with the fair housing and equal opportunity components of the HOME program ;
 - x. Financial records as required by 24 CFR Part 570.502, 2 CFR 200 et seq. and OMB Circulars;
 - xi. Other records necessary to document compliance with HOME requirements;
 - xii. Documenting compliance with Section 3 of the Housing Development Act of 1968;
 - xiii. Demonstrating compliance with deeds of trust, promissory notes, and forgivable loans associated with owner-occupied housing activities;
 - xiv. Supporting that the Subrecipient has maintained client data demonstrating clients served meet the income and other criteria required by federal law

and that no unlawful discrimination occurs in the solicitation or selection process of low income persons or groups and that no conflict of interest exists.

- xv. Demonstrating compliance with applicable Federal, State and local laws and regulations, including compliance with ARS § 1-501 and § 1-502 (Attachment A).
- b. Outcome Measures - The Subrecipient shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.
- c. Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited unless written consent is obtained from such person receiving service.
- d. Program Activity Reports - Such reports as required by the County including, but not limited to HOME Setup/Completion Report, Quarterly Performance Reports, Program Income/Recaptured Funds Reports, Match Reports, MBE/WBE information, and other HUD-required reporting data as applicable shall be submitted in accordance with the Current Practices Manual at the completion of each Program which is described under the Work Statement.
- e. Audits and Inspections - All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, their designees or the Federal Government, at any time during normal business hours, as often as the County deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports must be addressed by the Subrecipient within 45 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an Annual Audit conducted in accordance with Current Practices Manual concerning Subrecipient audits. The Annual Audit requirement is applicable to all levels of funding received by Subrecipient via this Agreement, even if the level of funding is less than the current thresholds cited in 2 CFR 200.501.
- f. Performance Monitoring - The County shall monitor the Subrecipient to determine if HOME-funded activities are implemented and administered in accordance with all applicable federal requirements and gauge performance of the Subrecipient against goals and performance standards required herein. Subrecipient will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring, and as set forth in the HOME Consortium Monitoring Current Practices. Failure of Subrecipient to administer, implement and perform as determined by federal regulations and County shall constitute non-compliance with this Agreement. Non-compliance is a violation of this Agreement and may result in the withholding of future payments.
- g. Policy/Administrative Manuals Use - Subrecipient agrees to be familiar with and comply with the policies/procedures established in the most recent Current Practices Manual. Noncompliance with the Current Practices Manual shall constitute a breach of Agreement.

N. ENVIRONMENTAL REVIEW CONDITIONS

Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into choice limiting contracts. Only exempt activities such as administration may be taken and reimbursed by the County prior to receiving a written release of HOME funds to the Subrecipient. Exempt activities described in § 24 CFR 58.34 (a)(1)-(1.1) are

activities that generally have no physical impact on the environment. If federal funds are involved in an activity, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD and/or the County provides written authorization based on approval of an ERR.

An option agreement (to purchase land or a single family residence) on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is contingent upon a HUD authorization to use funds based on a completion ERR. The cost of the option must be a nominal portion of the purchase price.

1. The Subrecipient agrees to comply with: the National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 CFR Parts 1500 - 1508; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities pursuant thereto Title 24 CFR Part 58, Subpart A; CPD Notice 01-11 HOME Environmental Review Requirements and with all conditions required in the process of the environmental assessment.
 - a. Air and Water - The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement.
 - i. Clean Air Act, 42 USC § 7401, et seq., as amended.
 - ii. Federal Water Pollution Control Act, as amended, 33 USC § 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.
 - iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
 - iv. Subrecipient agrees to comply with conditions set forth by the Air Quality Department or other County agency, as required.
 - b. Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. The homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.
 - c. Historic Preservation - The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC § 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that is listed or eligible for the National Register of Historic Places, or included on any state or local historic property inventory or any archaeological findings.
 - d. Release of Funds (ROF) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate ERR and ROF shall rest with the County. It is the responsibility of the Subrecipient to notify the County, and to refrain from making any commitments and expenditures on a site until a Release of Funds has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

O. THE SUBRECIPIENT CERTIFIES

1. That it is a municipality that meets the applicable requirements of the HOME Program.
2. That it possesses legal authority to execute this Agreement.
3. That its 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.
4. That the activity described shall be carried out and services administered in compliance with all federal laws and regulations as follows:
 - a. Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of 24 CFR 200, et seq.

P. ADDITIONAL CERTIFICATIONS, WARRANTIES, AND AGREEMENTS

1. The Parties to this Agreement agree that they will utilize and make available the HOME funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability Act. These regulations listed in 24 CFR §§ 92.350-92.454 include:
 - a. The requirements of the Fair Housing Act, 42 CFR §§ 3601-20, and implementing regulations at 24 CFR Part 100: Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR 1980 Comp., p. 307) and implementing regulations at 24 CFR §107; and Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and implementing regulations at 24 CFR Part 1 (Non-discrimination in Federally Assisted Programs);
 - b. Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" pursuant to Title VI of the Civil Rights Act;
 - c. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and the regulations at 24 CFR § 146;
 - d. The prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR Part 8; and, Americans with Disabilities Act 1990;
 - e. The requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60 (3 CFR §§ 1964-65, Comp., p. 339);
 - f. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1702u (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Activities); and
 - g. The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and Regulations S. 85.36 (e) and of Section 281 of the National Housing Affordability Act.
 - h. The requirements of the Housing and Urban Development Equal Access Rule (24 CFR Part 5 Final Rule 5863) to ensure equal access to housing and services regardless of gender identity.
2. The Parties to this Agreement agree that they will prepare and adopt acceptable procedures and requirements for affirmatively marketing units in the HOME Activities, when HOME assisted housing contains 5 or more rental units, by providing information about the availability of HOME-assisted units that are vacant at the time of completion or that later become vacant. The Parties agree that they will make good faith efforts to provide information and to otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market to the available housing during the period of affordability. These procedures and requirements are not applicable when units are occupied by families

- referred from a Public Housing Authority's (PHA) waiting list, or to families receiving tenant-based rental assistance provided from HOME funds.
3. HOME funds may not be used for operations or modernization of public housing projects financed under the Housing Act of 1937.
 4. County, as the participating jurisdiction, assumes all the responsibilities for environmental review, decision making, and action under the National Environmental Policy Act of 1969 (42 U.S.C. § 4321) and the other provisions of the law that would apply to HUD were HUD to undertake such activities as Federal Activities in accordance with 24 CFR Part 58. The County will assume the responsibilities for the Request for Release of Funds. The Subrecipient agrees not to commit or incur expenditures for HOME activities until this environmental review process has been completed. Should it be determined that the Subrecipient has incurred expenses in violation of the NEPA requirements, the Subrecipient will be responsible for the full costs for such expenditures and repayment of any related reimbursements. The Subrecipient agrees to provide all necessary assistance to the County in completing this environmental review process.
 5. The Parties to this Agreement agree to abide with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §§ 4291-4655) and the governmental implementing regulations at 49 CFR Part 24 as they apply to this HOME Program.
 6. The Parties to this Agreement agree to abide with the Davis-Bacon Act (40 U.S.C. § 276a-5) and the Agreement Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333).
 7. The Parties to this Agreement agree to abide by the Federal Disaster Protection Act of 1973 (42 U.S.C. §§ 4001-4128) as they apply to this HOME Program.
 8. The Parties to this Agreement agree to abide by the Drug-Free Workplace Act of 1988 as it applies to the HOME Program.
 9. Housing assisted with HOME funds constitutes HUD-assisted housing for the purposes of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821, et seq.) and is therefore subject to 24 CFR Part 35.
 10. No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME assisted activity, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.
 11. The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges
 - a. That the Subrecipient and its subcontractors/vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214 (A);
 - b. That a breach of a warranty under subsection a above, shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract;
 - c. That the County retains the legal right to inspect the employment papers of any Subrecipient or vendor's employee who works on the Agreement to ensure that the Subrecipient or vendor is complying with the warranty provided under subsection a above and that the Subrecipient agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection; and
 12. That nothing herein shall make any Subrecipient, or vendor an agent or employee of the County.
 13. That the Current Practices Manual shall be made accessible to all applicable Subrecipient staff.

Q . REGARDING SUBCONTRACTS AND VENDORS

1. Approvals – Unless expressly authorized in the written Agreement by the Subrecipient exempt activities such as architectural, engineering and administration may be undertaken and reimbursed by the County prior to receipt of HUD Request Release of Funds (RROF). Exempt activities described in 24 CFR 58.34 (1)(1)-(1.1) are activities that generally have no physical impact on the environment. Otherwise the Subrecipient shall not expend or commit federal or non-federal funds by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD has provided written authorization based on approved ERR. Any pre-Agreement costs entered into by a subcontract(s) with any agency or individual in the performance of this Program that are not exempt activities without the Release of Funds (ROF) from the County prior to the execution of such Agreement.
2. DUNS Number – All subcontractors shall have a valid DUNS number and an active profile in the federal System for Award Management, or SAM.
3. Fees – Subrecipient and all subcontractors under this Agreement shall not charge servicing, origination, or other fees for the costs of administering the HOME program, except as permitted by 24 CFR 92.214 (b) (1).
4. Selection Process – The Subrecipient shall ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all subcontracts shall be forwarded to the County along with documentation, if requested concerning the selection process.
5. Section 3 of the Housing and Urban Development Act of 1968 – The Subrecipient shall include the Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the vendor is in violation of regulations issued by the grantor agency. The Subrecipient shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR § 135. The Subrecipient has the responsibility of determining Section 3 eligibility.
6. Monitoring – The Subrecipient shall monitor/review all subcontracted services on an annual basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in Contract Performance Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.

R . THE COUNTY CERTIFIES

1. That the public purpose is served by the financial participation of the County in the Statement of Work.
2. That the HOME Program funds designated for the Statement of Work constitutes reasonable and prudent assistance necessary for completion of the Program.

S . PROGRAM COMPLETION

Upon completion of the Work Statements, all unspent HOME resources shall be forfeited to the County for reallocation as defined by Maricopa HOME Consortium Policies and Procedures. The Subrecipient shall continue to be responsible for compliance activities until all HOME requirements and contractual obligations are met including affordability restrictions. The Subrecipient obligation shall not end until all close-out requirements are completed. The County will notify the Subrecipient in writing that a Completion Report is due to the County within sixty (60) days of one of the following occurrences:

1. Funds have been expended for the activity;
2. The Work Statement has been completed;
3. The Agreement period set forth in this Agreement has expired; or
4. The Agreement has otherwise been terminated.

Following the receipt and approval of the Completion Report for each activity, the County will notify the Subrecipient in writing that each activity is closed. In compliance with 24 CFR 92.502 (d) all

project completion data shall be entered in the HUD Exchange Integrated Disbursement and Information System (IDIS) within 120 days of the final drawdown for all activity types. The County shall provide the Subrecipient with notice of the same upon entering all project completion data in IDIS. Project completion means projects have all necessary title transfer and construction work completed, projects comply with HOME requirements including property standards set forth at 24 CFR 92.251, the final draw has been disbursed; and the projection completion data entered into IDIS.

For the purposes of rental project, the project is complete when construction is complete and the units are ready for occupancy. The identification of a beneficiary is not required for project completion. Vacant rental units may be marked as vacant when completion data is entered.

T. FAILURE TO MAKE PROGRESS

1. Failure of the Subrecipient to make progress according to the Work Statement may result in Agreement termination, deobligation of funds or recapture of funds. Subrecipient agrees to meet with the County at the site in which the funded activity is taking place to discuss progress and allow the County to provide technical assistance if:
 - a. The Subrecipient fails to complete its Environmental Review pursuant to section 9 within one hundred and eighty (180) calendar days from the date the County executes this Agreement;
 - b. The Subrecipient fails to commit funds to a specific local project in performance of and in accordance with the terms of this Agreement within twelve (12) months from the execution date the County executes this Agreement. Commit for the purposes of this paragraph shall have the same meaning as 24 CFR 92.2 (2) (i)-(iii);
 - c. The Subrecipient fails to expend HOME funds in performance of and in accordance with the terms of this Agreement within twenty-four (24) months from the date the County executes this Agreement.
2. The County will terminate any Agreement and recapture funds from the same Agreement in which the Subrecipient does not timely perform the activities described above or in the milestones in the Statement of Work of this Agreement. The County in its sole discretion may forgo providing technical assistance and recapture funds as outlined in this Agreement under Section I hereof and/or terminate the Agreement for cause pursuant to Section I of this Agreement.
3. In the event that a project is not completed within two years from the date that the County executes this agreement, the Subrecipient must repay the HOME funds unless the Subrecipient requests and the Consortium grants an amendment to the Agreement prior to ninety (90) days of Agreement expiration.

U. GENERAL CONDITIONS

1. It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the County from HUD pursuant to the HOME Program and that therefore, the terms, conditions and sums payable under this Agreement are subject to any changes or limitations which may be required by HUD and the HOME Program regulations. Notwithstanding any other provisions of this Agreement, any payment to Subrecipient by County under this Agreement is contingent upon the actual receipt of funds from HUD.
2. Both parties acknowledge that no member of the governing body, nor any employee of the County 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.
3. The County may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and in compliance with the procedures in the Current

- Practices Manual. Such amendments shall not invalidate this Agreement nor relieve or release the County or Subrecipient from its obligations under this Agreement. Amendments shall be filed with the original Agreement.
4. Changes – The County may, at any time, by written Change Order/Administrative Change executed by the Human Services Director, make changes within the general scope of this Agreement in any one or more of the following areas:
 - a. Work Statement activities which :
 - i. Do not increase or decrease the amount of total Agreement funding;
 - ii. Modify the project timeline as long as the last day of the project timeline is within the end date of the Agreement; or
 - iii. Modify terms consistent with any change to the Work Statement required by Federal, State, or County regulations ordinances or policies.
 - b. Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies or requirements. It is the responsibility of the Subrecipient to ensure the latest documents are consulted and followed.
 - c. The County may increase or decrease funding resulting from a reallocation pursuant to a majority vote of the Consortium members with the agreement of both parties; provided the change in funding is approved by an Amendment as referenced in Section I paragraph D .
 5. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
 6. Subrecipient agrees to be familiar with, update as necessary, and comply with the policies/procedures established in the most recent HOME Consortium Current Practices Manual and all provisions in the most recent Current Practices Manual. Non-compliance with the HOME Consortium Current Practices Manual shall constitute a breach of Agreement.
 7. Subrecipient agrees to give all notices and comply with all laws, ordinances, and rules, building codes, regulations and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement. If the Subrecipient observes that any of the Agreement documents are in conflict with any laws, statutes, building codes and/or regulations, it shall promptly notify the County, in writing, and any necessary changes shall be accomplished by appropriate written modification .
 8. Should the Subrecipient perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes and/or regulations, it shall assume full responsibility, therefore, and shall bear all cost incurred due to its negligence. Any dispute not disposed of by mutual agreement by the parties hereto shall be decided in accordance with the applicable Arizona laws, ordinances, and codes of the state and local government.
 9. Acknowledge the contribution of the County HOME Program in all published literature, brochures, programs, flyers, etc., during the term of the Agreement.
 10. Execute and abide by Certifications mandated by HOME Program requirements as listed in HOME Certifications.

V. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient must transfer to the County any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds. Unexpended funds must be deobligated and returned to the County for reallocation. At the expiration of this Agreement, the County, upon recommendation of the Maricopa HOME Consortium staff, may reallocate any unencumbered funds per the Consortium reallocation policy, as stated in the Maricopa HOME Consortium Intergovernmental Agreement -Three Year Cooperative Agreement. A written letter to deobligate funds will be sent to the Subrecipient from the County a minimum of ninety (90) days prior to termination of Agreement.

SECTION III
WORK STATEMENTS



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

MARICOPA COUNTY
 HOME Investment Partnerships Program
 FY 2016-2017

DUNS # : 021648936

Consortium Member: Surprise, Arizona

Program Year: FY 2016-2017

Project: Housing Rehabilitation

FY 2016-2017 HOME Funds: \$136,692

Type of Property: Single Family

A. DETAILED SCOPE OF WORK :

Include the following-

1. Consolidated Plan goals as it relates to this activity, include the priority rating i.e. High, Low .
 The improvement and reinvestment of current housing stock within the City of Surprise is a High priority in the Consolidated Plan.
2. Type of assistance/activity to be provided with HOME funds: Single Family Housing Rehabilitation
 Owner-occupied single family housing rehabilitation will be provided with HOME funds.
3. Methods and instruments used for ensuring affordability: Recapture provision (insert description of how the funds will be recaptured i.e. paid in full, pro-rated etc.) The HOME funds will be secured by a Deed of Trust and Promissory Note and recorded with Maricopa County to ensure the home is not sold or transferred to another owner.
4. Anticipated use of program income/project proceeds:
 Any program income will be used to supplement the completion if any additional single family housing rehabilitation projects.

B. OBJECTIVES AND OUTCOMES (Check appropriate box below.):

	OUTCOMES		
	AVAILABILITY / ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	<input checked="" type="checkbox"/> Single Family Housing Rehab and Emergency Rehab, Hom ebuyer Assistance	<input type="checkbox"/> Hom ebuyer Activities, Acquisition/Rehab of rental housing, Acquisition/New Construction of rental housing, Preservation of existing public housing units and TBRA , Expansion of assisted rental units in the private marketplace	<input type="checkbox"/> Housing Activities in a targeted revitalization area

C. LOGIC MODEL: PERFORMANCE INDICATORS:

INPUTS/RESOURCES In order to accomplish proposed activities, the subrecipient will need the following:	ACTIVITIES In order to address the issue, the subrecipient will conduct the following activities:	OUTPUTS Once completed, these activities will produce the following:	OUTCOMES When completed, these activities will lead to the following changes:	IMPACT Long term changes:
HOME funding	5 rehabilitations	Owner occupied housing rehabilitation	Low to moderate income families have safe and decent housing	Stable neighborhoods

D. PROPOSED BENEFICIARIES:

Targeted Population by Income Level	Number of Households	Total Number of Units
Households at or below 50%	1	1
Households at or below 60%	1	1
Households at or below 80%	3	3
TOTAL	5	5

E. PRIORITY POPULATIONS:

Complete the table below only if the Activity will specifically set aside units for a priority population. Set-asides will be enforced through contract provisions.

Priority Populations	No. of Units
Elderly	
Physically Disabled	
Other Priority Populations: Veterans	

F. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

MILESTONES	START DATE	COMPLETION DATE
HOME Contract signed by City Council	12/1/2016	12/15/2016
Client Pre-qualification	7/1/2017	7/15/2017
Environmental Review	9/1/2017	9/30/2017
RFQ Issued	10/1/2017	11/1/2017
Developer Selected and Signed Development Contract	11/15/2017	11/30/2017
Home Setup Report to County	12/1/2017	12/15/2017
Rehabilitation to commence	1/15/2018	2/1/2018
Rehabilitation complete or Certificate of Occupancy	6/1/2018	6/30/2018
Unit Occupied by Low / Moderate Income Person / Family	7/1/2018	7/15/2018
Completion Report submitted to City	7/15/2018	8/1/2018

Any change to the Timeline will need to be submitted to and approved by Maricopa County.

G. ACTIVITY BUDGET SUMMARY:

ACTIVITIES	HOME FUNDS FY 2016-2017	Additional Sources* (defined in Table G.)	TOTAL COST
<u>HOUSING REHABILITATION</u>			
Construction Costs-Materials	\$90,000	\$22,500	\$122,500
Builder Overhead			
Builder Profit	\$10,000	\$2,500	\$12,500
General Requirements			
Consultant/Specialist			
Permits & Fees	\$5,000	\$1,250	\$6,250
Construction Contingency	\$18,993	\$4,748.25	\$23,741.25
Sales Tax	\$12,699	\$3,174.75	\$15,873.75
Other-Infrastructure			
TOTAL	\$136,692	\$34,173	\$170,865
<u>ADMINISTRATION COSTS</u>			
Program Delivery-			
Personnel Costs			
Volunteer Labor			
GRAND TOTAL	\$136,692	\$34,173	\$170,865

H. SOURCE AND AMOUNT OF OTHER RESOURCES:

FUNDING AGENCY	CASH AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
City of Surprise	\$34,173	
TOTAL	\$34,173	

I. MATCH:

IDENTIFY MATCH SOURCES AND AMOUNTS THAT HAVE BEEN COMMITTED TO THE PROJECT:

Match commitment must equal 25% of the HOME funds requested.

Documentation is due at the time of request for payment(s).

Match Logs must be submitted annually by June 30th of each year.

TYPE	SOURCE /FUNDING AGENCY	TOTAL
Cash or cash equivalents from a non-federal source	City of Surprise	\$34,173
TOTAL		\$34,173

SECTION IV
COMPENSATION



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

A . COM PEN SATION

1. Subrecipient shall be reimbursed utilizing Catalog of Federal Domestic Assistance (CFDA): 14 239, HOME Investment Partnerships Program provided to the County through the U.S. Department of Housing and Urban Development (HUD).
2. Subject to the availability and authorization of funds for the explicit purposes set forth below, County will pay the Subrecipient compensation for services rendered as indicated in the following subsections.

B . METH OD OF PAYM ENT

1. Subrecipient agrees to submit monthly reimbursement requests utilizing the approved Reimbursement Request Form (Attachment A) to County. Subrecipient may request funds only after the Subrecipient has satisfied the funding contingencies and federal Environmental Review conditions and has a written agreement in place for project activities. Request for reimbursement must be made using the Request for Reimbursement form incorporated in this Agreement.
2. Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the Subrecipient requests funds from the County.
3. County agrees to reimburse Subrecipient for actual allowable costs incurred, upon certification of HUD Environmental Release of Funds and submittal by Subrecipient of an itemized statement of actual expenditures incurred, supported by appropriate documentation. Reimbursement by County is not to be construed as final in the event that HUD disallows reimbursement for the Program or any portion thereof. Upon receipt of a request for reimbursement, the County has 10 days to request additional supporting documentation. After receipt of fully supported request for reimbursement or additional documentation supporting a request, the County will issue reimbursement within 30 days.
4. Subrecipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may otherwise be reasonably required by the County to determine or confirm that any such expenditures are pursuant and within the scope of work.

C . TIM ELIN ESS

Subrecipient will submit Requests for Reimbursements to the County at least monthly after the initial request for reimbursement. Subrecipient must seek reimbursement of expenditures within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1 through June 30 and all Requests for Reimbursement shall be submitted no later than July 10th for the preceding fiscal year.

D . REIM BURSEM ENT

The County shall provide financial assistance in an amount up to One Hundred Thirty Six Thousand Six Hundred Ninety-Two Dollars (\$136,692) subject to the terms of this Agreement and availability of funds. This Agreement price constitutes the County entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

SECTION V

ATTACHMENTS & FORMS



MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

Attachment A

SUBRECIPIENT HOME CERTIFICATION

In accordance with the provisions of the Home Investment Partnerships Act and with 24 CFR 92.150 of the Home Investment Partnership Program Rule, the Subrecipient certifies that:

- (A) Before committing any funds to a activity, the Subrecipient will evaluate the activity in accordance with 24 CFR 92.504 and the guidelines that it adopts for this purpose and complete all assessments required by the rules, including, but not limited to:
1. Complete all income determinations, underwriting and subsidy layering guidelines, rehabilitation standards, refinancing guideline, homebuyer program policies and affordability requires;
 2. Complete a timely environmental review ;
 3. Complete an underwriting review ; assess developer capacity, fiscal soundness and neighborhood market conditions; and
 4. The Subrecipient will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.
- (B) The Subrecipient will only utilize HOME funds to pay for eligible activities and costs of those activities permitted in 24 CFR 92.205 through 92.209 and not specifically prohibited under 92.214.
- (C) The Subrecipient understands tenant-based rental assistance is an element of the Consolidated Plan. However, tenant-based rental assistance must be approved as part of an original application for project funding.
- (D) The submission of the program description is authorized under State and local law (as applicable), and that the Subrecipient possesses the legal authority to carry out the Home Investment Partnership (HOME) Program , in accordance with the HOME regulations;
- (E) The Subrecipient will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in planning regulations and the requirements of 24 CFR 92.353;
- (F) The Subrecipient will use HOME funds pursuant to its Consolidated Plan(s) approved by the U.S. Department of Housing and Urban Development HUD and all requirements of 24 CFR Part 92;
- (G) The Subrecipient will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee'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:
 - a. The dangers of drug abuse in the workplace;
 - b. The participating jurisdiction's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employee 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 County in writing, within ten calendar days after receiving notice under paragraph 4 ii, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4ii, with respect to any employee who is so convicted
 - a. 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
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency.
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

(H) To the best of its knowledge and belief:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and
- 3. The Subrecipient will require that the language of paragraph (F) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and agreements under grants, loans, and cooperative agreements) and that all Vendors shall certify and disclose accordingly.

(I) The Subrecipient shall, upon proper notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, its employees, officials, successors, assigns, Subrecipients, or vendors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

Signature (Subrecipient Representative)

Date

Printed/Typed Name

Title

JURISDICTION CERTIFICATION

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing — The jurisdiction shall affirmatively further fair housing, which means it shall conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan — It shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace — It shall or shall continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that shall be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee shall -
 - (a) Abide by the terms of the statement; and
 - (b) 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 agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) 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
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

Affirmative Marketing -24 CFR 92.351

1. Subrecipient must adopt and follow affirmative marketing procedures and requirements for rental and homebuyer projects containing five or more HOME-assisted housing units. Affirmative marketing requirements and procedures also apply to all HOME-funded programs, including, but not limited to, tenant-based rental assistance and down payment assistance programs. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. If the jurisdiction's written agreement with the project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with 24 CFR §92.253 (d) (3), the jurisdiction must have affirmative marketing procedures and requirements that apply in the context of the limited/preferred tenant eligibility for the project.
2. The affirmative marketing requirements and procedures adopted must include:
 - (a) Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the jurisdiction's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logo type or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups);
 - (b) Requirements and practices each Subrecipient and owner must adhere to in order to carry out the jurisdiction's affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logo type or slogan, and display of fair housing poster);
 - (c) Procedures to be used by Subrecipients and owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing program or the housing without special outreach (e.g., through the use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies);
 - (d) Records that will be kept describing actions taken by the jurisdiction and by Subrecipients and owners to affirmatively market the program and units and records to assess the results of these actions; and
 - (e) A description of how the jurisdiction will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.
3. A State that distributes HOME funds to units of general local government must require each unit of general local government to adopt affirmative marketing procedures and requirements that meet the requirement in 24 CFR 92.351.

Minority outreach-24 CFR 92.351

The Subrecipient must prescribe procedures acceptable to HUD to establish and oversee a minority outreach program within its jurisdiction to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the jurisdiction to provide affordable housing authorized under this Act or any other Federal housing law applicable to such jurisdiction. Section 85.36 (e) of this title describes actions to be taken by a jurisdiction to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.

Anti-Lobbying — To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or shall 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 this Federal contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It shall require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all Subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction — The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan — The housing activities to be undertaken with CDBG, HOME, ESG, and HOME A funds are consistent with the strategic plan.

Section 3 — It shall comply with section 3 of the Housing and Urban Development Act of 1968, and in plan enting regulations at 24 CFR Part 135.

Equal Access Rule — It shall comply with requirements of the Housing and Urban Development Equal Access Rule (24 CFR Part 5 Final Rule 5863) to ensure equal access to housing and services regardless of gender identity.

Signature/Authorized City Official

Date

Printed/Typed Name

Title

City Name

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

Lobbying Certification

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

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings), or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:
 - a. Place of Performance: City of Surprise
 - b. Check ___ if there are workplaces on file that are not identified here.
 - c. The certification with regard to the drug free-workplace is required by 24 CFR Part 24, subpart F.

7. Definitions of terms in the Non-procurement Suspension and Debarment Commission rule and Drug-Free Workplace Commission rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
- a. "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
 - b. "Conviction" means a finding of guilt (including a plea of no contest) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
 - c. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
 - d. "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees, unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent Subrecipients not on the grantee's payroll; or employees of Subrecipients or vendors in covered workplaces).

Attachment C

2015 HOME Program Maximum Per-Unit Subsidy Limits for all HOME assisted project activities as of November 18, 2015

BR Size	Section 234 ELEVATOR BASE LIMITS [most current Dated 11/18/15]	X	240% HCP	=	Max Per Unit HOME Subsidy Limit
0BR	\$ 58,378	X	2.4	=	\$ 140,107
1BR	66,923	X	2.4	=	160,615
2BR	81,377	X	2.4	=	195,305
3BR	105,276	X	2.4	=	252,662
4BR+	115,560	X	2.4	=	277,344

For additional information, refer to HUD Informational Bulletin CPD -16-01

For HOME projects which received a HOME commitment under an executed HOME Agreement during the period from March 17, 2015 (the date when Interim Policy Notice 15-003 was issued) through November 17, 2015—the PJ must use slightly lower per-unit elevator limits, which were computed using the 2014 Basic Statutory Mortgage Limits x 2.40% HCP. Additionally, HOME commitments made prior to March 17, 2015 require the use of the 2012-221d3 elevator per-unit limit.

