

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

Agreement Amount: \$467,878

Agreement Start Date: \_\_\_\_\_

Agreement Termination Date: September 30, 2025

Agreement Number: \_\_\_\_\_

CFDA Number: 14.239, HOME Investment Partnerships Program

DUNS Number: 809812170

This Intergovernmental Agreement ("Agreement") is entered into by and between the City of Peoria ("City"), and Maricopa County, administered by its Human Services Department ("County"). The City and the County collectively are referred to in this Agreement as the "Parties" and individually as a "Party."

The County shall provide financial reimbursement in the amount listed above, subject to the terms of this Agreement and the availability of funds. The 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 City for and in consideration of the covenants and conditions set forth in this Agreement shall provide and perform the services set forth in this Agreement. All rights and obligations of the Parties shall be governed by the terms of this Agreement and its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth in this Agreement and in:

- Section 1 – General Provisions
- Section 2 – Special Provisions
- Section 3 – Work Statement
- Section 4 – Compensation
- Section 5 – Attachments

Lead Agency: Maricopa County

Representative: Rachel Milne, Assistant Director, Housing and Community Development Division

Phone: 602-372-1528

E-mail : Rachel.Milne@maricopa.gov

Address: 234 North Central Avenue, Third Floor, Phoenix, Arizona 85004

City: Peoria, Arizona

Representative: Chris Hallett, Director, Planning & Community Department

Phone: 623-773-7609

E-mail: Chris.Hallett@peoriaaz.gov

Address: 9875 N. 85<sup>th</sup> Avenue, Peoria, Arizona 85345

Notice under this Agreement shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth

above and shall be effective upon receipt if personally delivered and three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, if sent by registered or certified mail. Business days means Monday through Friday, unless recognized as a federal or State of Arizona holiday.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties to this Agreement. Nothing in this Agreement shall be construed as consent to any lawsuits, or waiver of any defenses in a lawsuit brought against Maricopa County or the City in any state or federal court.

IN WITNESS, the Parties have signed this Agreement:

APPROVED BY:  
MARICOPA COUNTY

APPROVED BY:  
City of Peoria

\_\_\_\_\_  
Jack Sellers Date  
Chairman, Board of Supervisors

\_\_\_\_\_  
Cathy Carlat, Mayor Date

Attested to:

Attested to:

\_\_\_\_\_  
Clerk, Board of Supervisors Date

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

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF PEORIA UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Deputy County Attorney Date

\_\_\_\_\_  
Attorney for the City of Peoria Date

**SECTION 1**  
**GENERAL PROVISIONS**



**MARICOPA COUNTY HUMAN SERVICES DEPARTMENT**

**PURPOSE**

The County shall provide the City with U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program funds for the provision of HOME activities as identified in Section 3 (Work Statement).

**1.0 TERM**

The Term of this Agreement shall commence upon the signature of the last signer ("Agreement Start Date") and terminate on the Agreement Termination Date listed on page 1 of this Agreement.

**2.0 RENEWAL**

This Agreement may be renewed by a written amendment provided the City is in full compliance with all terms and conditions of this Agreement. Under A.R.S. § 11-952, no renewal may exceed the duration of the previous agreement. The County shall notify the City in writing of its intent to extend the Agreement term at least ninety (90) calendar days prior to the expiration of the original Agreement term, or any additional terms thereafter.

**3.0 AMENDMENTS**

All Amendments to this Agreement shall be in writing and signed by authorized signers for both Parties.

**4.0 TERMINATION**

4.1 Pursuant to A.R.S. § 38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County from any other party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.

4.2 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 either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth on page 1 of this Agreement.

4.3 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 the City's noncompliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement will terminate upon the expiration of the Term of this Agreement stated on page 1 of this Agreement.

4.4 In accordance with 2 C.F.R. §§ 200, *et seq.*, the County may suspend or terminate this Agreement if the City violates any term or condition of this Agreement or if the City fails to maintain a good-faith effort to carry out the purpose of this Agreement.

4.5 The Parties may terminate this Agreement for convenience in accordance with 2 C.F.R. § 200. The Parties shall agree upon the termination conditions including the

effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

## 5.0 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 is in conflict with the General Provisions or the Special Provisions, 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 in this Agreement shall operate to increase the Operating Budget without a written amendment to this Agreement.

## 6.0 DEFINITIONS

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

- 6.1 **Annual Action Plan** means the annual plan submitted by the County (as the lead agency of the Maricopa HOME Consortium) to HUD, which describes the Consortium's annual program goals.
- 6.2 **Assistant Director** means the Director of the Housing and Community Development Division within the Maricopa County Human Services Department.
- 6.3 **Beneficiary** means a person or household that meets the income requirements of 24 C.F.R. § 92.203 subject to the restriction on assistance to students enrolled in an institution of higher education, as described in 24 C.F.R. § 5.612.
- 6.4 **Board of Supervisors (BOS)** means the Maricopa County Board of Supervisors.
- 6.5 **Commitment or Commit to a Specific Local Project** shall have the same meaning as set forth in 24 C.F.R. § 92.2 (1) and (2), respectively.
- 6.6 **County** means Maricopa County.
- 6.7 **Department** means the Maricopa County Human Services Department, Housing and Community Development Division as Lead Agency.
- 6.8 **Director** means the Director of the Maricopa County Human Services Department.
- 6.9 **Division** means the Housing and Community Development Division of the Maricopa County Human Services Department.
- 6.10 **Five-Year Consolidated Plan** means the HUD required Consolidated Plan submitted by the County as the Lead Agency for the Maricopa HOME Consortium.
- 6.11 **HOME** means the HOME Investment Partnerships Program.
- 6.12 **HUD** means U.S. Department of Housing and Urban Development.
- 6.13 **IDIS** means Integrated Disbursement Information Systems. IDIS is a nationwide database that provides HUD with current information regarding HOME activities.
- 6.14 **Lead Agency or Department** means the Maricopa County Human Services Department, Housing and Community Development Division.
- 6.15 **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 C.F.R. § 5.612.
- 6.16 **Minority Business Enterprise (MBE)** means an entity that is majority owned or controlled by a socially and economically disadvantaged individual as described by Public Law 95-507.

- 6.17 **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.
- 6.18 **Performance Bond** means a bond executed to secure fulfillment of the City's obligations under this Agreement.
- 6.19 **Program Income** means gross income received by the City directly generated from the use of HOME funds. For purposes of this Agreement, the gross income from the sale of real property acquired and constructed with HOME funds is considered Program Income. Program Income is subject to the requirements of the HOME regulations.
- 6.20 **Project** means the work activities or functions identified in Section 3 (Work Statement) as described in a legally binding agreement between the City and the prospective owners or beneficiaries of the HOME funds for which all necessary financing has been secured, budgeted and underwriting has been completed and otherwise complies with 24 C.F.R. §§ 92.2(2)(A) and 92.2 (B). For Tenant- Based Rental Assistance, Project means assistance to one or more families through a rental assistance contract.
- 6.21 **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
- 6.22 **Subcontract** means any agreement entered into by the City with a third party for professional services for performance of any of the work or provision of any of the services covered by this Agreement.
- 6.23 **Subcontractor** means an entity funded through the City to provide any work or services required by the Work Statement.
- 6.24 **Subrecipient** means a public or private nonprofit agency, authority or organization, or an entity described in 24 C.F.R. § 570.500(c), to which a subaward is made and which is accountable to the recipient for the use of the funds provided.
- 6.25 **Tenant Based-Rental Assistance (TBRA)** means a form of rental assistance in which the assisted tenant may move from a dwelling unit with a right to continued assistance. Tenant-based rental assistance under this Agreement also includes security deposits for rental of dwelling units.
- 6.26 **Vendor** means an entity funded through the City to provide services required by the Work Statement.
- 6.27 **Very low-income families** mean 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 C.F.R. § 5.612.
- 6.28 **Work Statement** means the section of this Agreement that contains a description of services to be delivered pursuant to this Agreement.
- 6.29 **Women's Business Enterprise (WBE)** means an entity in which a woman has majority ownership and control.

## 7.0 GENERAL REQUIREMENTS

- 7.1 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.

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

#### **8.0 ACCEPTANCE OF FUNDS**

The City hereby agrees to the receipt of funds under the terms of this Agreement and agrees to execute and return a signed Agreement to the County within 30 days after receipt of this Agreement unless the City has received a written waiver of this requirement from the County.

#### **9.0 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. The City 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.

#### **10.0 AVAILABILITY OF FUNDS**

- 10.1 The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the City, as provided in this Agreement, are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the City fully informed as to the availability of funds.
- 10.2 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, then the Parties may amend, suspend, decrease, or terminate their obligations under or in connection with this Agreement. In the event of termination, the County 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 County shall give written notice of the effective date of any suspension, amendment, or termination under this Subparagraph at least ten (10) calendar days in advance.

#### **11.0 BUDGET ADJUSTMENTS**

- 11.1 Any requests for reasonable budget adjustments shall be submitted ninety (90) calendar days prior to the Termination Date of this Agreement. Requests for financial adjustments to this Agreement shall be supported by appropriate documentation. If the County agrees to the budget adjustments, the County shall follow Paragraph 4.0 above.

- 11.2 The City must receive prior written approval from the County to move funds from one budget line item to another. Budget adjustments that do not change the total Agreement amount may be documented by an Administrative Change Order approved and fully executed by the Chairman of the Board of Supervisors and the City's authorized Representative and defined in Section 2 (Special Provisions), Paragraph 20.0 (General Conditions). If a budget adjustment is necessary that either increases or decreases the Agreement amount, then the County shall follow Section 1 (General Provisions), Paragraph 4.0 (Amendments) of this Agreement to amend the Agreement.

## **12.0 DISPUTES**

- 12.1 Except as may otherwise be provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, which shall not exceed one hundred twenty (120) calendar days. Disputes which are not resolved in that time period, shall be submitted in accordance with the following formal dispute resolution process.
- 12.2 If a dispute cannot be resolved informally, then the City shall notify the Department in writing by mailing notice of the dispute to the Assistant Director within ten (10) business days from expiration of the informal dispute resolution process described in Subparagraph 13.1 above.
- 12.3 The Assistant Director shall respond in writing to the City within fourteen (14) business days. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) business days after the date the City is served with the decision, the City files a written notice of appeal with the Human Services Department Director.
- 12.4 The Human Services Department Director shall provide the City with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable. Pending a final decision of the Director, the City shall diligently proceed with its performance of this Agreement in accordance with the Assistant Director's decision.

## **13.0 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 of this Agreement, and the remaining provisions shall remain in full force and effect.

## **14.0 STRICT COMPLIANCE**

The County's acceptance of the City's performance that is not in strict compliance with the terms of this Agreement 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.

## **15.0 NON-LIABILITY**

The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the City or Vendor or any agent, representative, official, officer, director, employee, volunteer, department, agency, board, committee, or commission of the City or Vendor occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the City or Vendor or any agent, representative, official,



officer, director, employee, volunteer, department, agency, board, committees, or commissions of the City or Vendor, in connection with this Agreement.

#### **16.0 INDEMNIFICATION**

To the extent permitted by law, the Parties shall, and shall cause any of its Subcontractors, to indemnify, defend, save and hold harmless the other party, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions ("Indemnatee") from and against any and all claims, demands, actions, liabilities, damages, losses, judgments, or expenses (including court costs, attorney and expert fees, and costs of claim processing, investigation, and litigation) ("Claims"): A.) that either directly or indirectly are caused by, arise from, or relate to breach of this Agreement by a Party and any of its Subcontractors, or any of the agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions of a Party and any of its Subcontractors; and B.) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property that are either directly or indirectly caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, in whole or in part, the negligent or willful acts or omissions of a Party and any of its Subcontractors, or any of the agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions of a Party and any of its Subcontractors. This indemnity includes any claims or amounts arising out of or recovered under the Workers' Compensation Law or arising out of the failure of a Party or any of its Subcontractors to conform to any federal, state or local laws, statutes, ordinances, rules, regulations, or court decrees. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Indemnitor and any of its Subcontractors from and against any and all Claims. It is agreed that the Indemnitor and any of its Subcontractors will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

#### **17.0 TECHNICAL ASSISTANCE**

The County shall provide reasonable technical assistance to the City to assist in complying with state and federal laws and 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 City of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

#### **18.0 SINGLE AUDIT ACT REQUIREMENTS**

The City is 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.*). The City shall comply with 2 C.F.R. Part 200. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted within the twelve (12) months following the close of the fiscal year. The City shall take corrective actions within six (6) months after the date of receipt of the reports. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by either HUD or the County that the City is not in compliance with the audit requirements.

**19.0 AUDIT DISALLOWANCES**

- 19.1 The City shall, upon written notice, 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. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
- 19.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the City 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 City by the amount of the disallowance or to require immediate repayment of the disallowed amount by the City issuing a check payable to the County.

**20.0 STAFF AND VOLUNTEER TRAINING**

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

**21.0 CLEAN AIR ACT**

If the total face value of this Agreement exceeds \$100,000, then the City agrees to comply with all regulations, standards, and orders issued under 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.

**22.0 LOBBYING**

- 22.1 No federal appropriated funds have been paid or will be paid by or on behalf of the City 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 agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- 22.2 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 agreement, grant, loan or cooperative agreement, then the City shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

**23.0 RELIGIOUS ACTIVITIES**

The City warrants that none of its costs and none of the costs incurred by the City or any of its Subcontractors will include any expense for any religious activities.

**24.0 POLITICAL ACTIVITY PROHIBITED**

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

**25.0 COVENANT AGAINST CONTINGENT FEES**

The City 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.

**26.0 SAFEGUARDING OF PARTICIPANT INFORMATION**

26.1 The City shall observe and abide by all applicable State of Arizona and federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contracted services. To the extent permitted by law, the City shall release information to the County, Department, Attorney General's Office, or other designated agency as required by the County by the terms of this Agreement or by law.

26.2 The City shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. §§ 41-161, et. seq. The Department will advise the City as to applicable policies and procedures adopted for such compliance.

**27.0 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 the other Parties, upon request, any available information that is relevant to this Agreement and to the performance under it.

**28.0 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, and otherwise use and to authorize others to use, all copyrighted material and all material that can be copyrighted as a result of this Agreement.

**29.0 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 on such invention or discovery, shall be disposed of and administered in order to protect the public interest.

**30.0 AGREEMENT COMPLIANCE MONITORING**

30.1 The County will monitor the City's compliance with fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by the HUD and Maricopa County. On-site visits for compliance monitoring may be made by either the County or its grantor agencies (or by both the County and its grantor agencies) at any time during the City's normal business hours, announced or unannounced. For auditing purposes, the County shall provide the City with a 30-calendar day advance notice of any proposed on-site visits. During an on-site visit, the City shall make all its records and accounts related to work performed under this Agreement available to the County for inspection and copying.

30.2 The County shall request information for monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. Part 200, to include:

30.2.1 Financial Management 2 C.F.R. § 200.302

- 30.2.2 Internal Controls 2 C.F.R. § 200.303
- 30.2.3 Bonds 2 C.F.R. § 200.304
- 30.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305
- 30.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306
- 30.2.6 Program Income 2 C.F.R. § 200.307
- 30.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308
- 30.2.8 Period of Performance 2 C.F.R. § 200.309
- 30.2.9 Insurance Coverage 2 C.F.R. § 200.310
- 30.2.10 Record Retention and Access 2 C.F.R. §§ 200.334 – 200.338
- 30.2.11 Procurement Standards 2 C.F.R. § 200.318
- 30.2.12 Indirect Costs 2 C.F.R. § 200.414
- 30.2.13 Compensation-Personal Services 2 C.F.R. § 200.430
- 30.2.14 Audit Requirements 2 C.F.R. § 200.501-200.517

### **31.0 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS**

- 31.1 The City shall, during the term of this Agreement, within 15 business days from acceptance, inform the Assistant Director 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. The City's failure to notify the County of any such agreement shall be a breach of this Agreement and the County may immediately terminate this Agreement without liability.
- 31.2 The Assistant Director may request, and City shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of all such other agreements or grants, when, in the opinion of the Assistant Director, the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement. If the Assistant Director determines that the award to the City of such other agreements or grants has affected the costs being paid or reimbursed under this Agreement, then the Assistant Director shall prepare an amendment to this Agreement effecting a cost adjustment. If the City disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" paragraph of this Agreement.

### **32.0 MINIMUM WAGE REQUIREMENTS**

The City warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of 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 and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

### **33.0 RECOGNITION OF DEPARTMENT SUPPORT**

The City will give recognition to the County and the funding source for its support when the City publishes materials that are (or releases of public information that is) paid for either in whole or in part with funds received by the City under this Agreement.

### **34.0 INSURANCE**

- 34.1 The City, shall and shall cause any of its Subcontractors to purchase and maintain the minimum insurance stipulated in this Agreement from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6 or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company which is or companies which are authorized to do

- business in the State of Arizona, provided that such insurance company or companies meet the approval of the County. The form of any insurance policies and forms must be acceptable to the County.
- 34.2 All insurance required under this Agreement 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 the County, constitute a material breach of this Agreement.
- 34.3 The City's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.
- 34.4 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 the County.
- 34.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible or self-insured retentions (or both) shall not be applicable with respect to the coverage provided to the County under those policies. The City shall be solely responsible for the deductible and self-insured retention and the County, at its option, may require the City to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 34.6 The County reserves the right to request and to receive, within 10 business days, certified copies of any or all of the insurance certificates required under this Agreement. The County shall not be obligated to review policies and endorsements or to advise the City of any deficiencies in such policies and endorsements, and such receipt shall not relieve the City from, or be deemed a waiver of the County's right to insist on strict fulfillment of the City's obligations under this Agreement.
- 34.7 The insurance policies required by this Agreement, except Worker's Compensation, shall name the County, its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions as Additional Insureds.
- 34.8 The policies required under this Agreement, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, board, and commissions for any claims arising out of the City's work or service.
- 34.9 The City's policies shall stipulate that the insurance afforded the City shall be primary insurance and that any insurance carried by the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions shall be excess and not contributory insurance, as provided by A.R.S. § 41-621.
- 34.10 Coverage provided by the City shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 34.11 Commercial General Liability:
- 34.11.1. 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.

34.12 Worker's Compensation:

34.12.1 Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the City'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.

34.12.2 City waives all rights against County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions for recovery of damages to the extent these damages are covered by the Worker's Compensation and Employer's Liability or commercial umbrella liability insurance obtained by the City pursuant to this Agreement.

34.13 Sexual Molestation and Physical Abuse:

34.13.1 When services involve working with children, elderly, or disabled individuals, the insurance requirements in the (sub)contract must include coverage for "sexual molestation and physical abuse." Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, Citys whose services include working with or caring (or both) for children/elderly and disabled persons should have their policies specifically endorsed to include this coverage.

34.13.2 The policy shall be endorsed to include coverage for sexual molestation and physical abuse at limits not less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate. These limits may be included within a General Liability policy, Professional Liability policy or provided by separate endorsement with its own limits as required. City and its Subcontractors must provide the following statement on their Certificate(s) of Insurance: "Sexual molestation and physical abuse coverage is included." Policies/certificates stating that "Sexual molestation and physical abuse coverage is not excluded" do not meet this requirement.

34.14 Certificates of Insurance:

Upon execution of this Agreement, the City shall, and shall cause any of its Subcontractors, to furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Agreement, issued by the City'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 by number and title.

34.15 Prior to commencing either work or services under this Agreement, the City shall have insurance in effect as required by the Agreement in the form provided by the County, issued by the City'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 with ten (10) business days after a request by the County. BY SIGNING THIS AGREEMENT, THE CITY AGREES TO THIS REQUIREMENT AND THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS AGREEMENT.

34.16 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 the City's work or services and as evidenced by annual Certificates of Insurance.

- 34.17 If a policy does expire during the life of this Agreement, then a renewed Certificate of Insurance must be sent to the County forty-five (45) business days prior to the expiration date.
- 34.18 Cancellation and Expiration Notice:  
Insurance required under this Agreement shall not be permitted to expire, be canceled, or materially changed without thirty (30) business days prior written notice to the County.
- 34.19 If the City 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, then the City shall carry minimum liability coverage of \$2,000,000 each occurrence and provide the County with proof of coverage.
- 34.20 Subcontractor: The City's certificate(s) shall include all Subcontractors as insureds under its policies or the City shall furnish to the County separate certificates for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
- 34.21 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 Amendment.  
Exceptions: In the event the City is a public entity, the Insurance Requirements shall not apply to such public entity. Such public entity shall provide a Certificate of Self-Insurance or a Certificate of Proof of Pool Insurance. Nongovernmental Subcontractors of the City shall comply with all insurance terms.

### **35.0 BONDING**

- 35.1 The City shall not commence performance or receive any reimbursements under this Agreement until such time as an assurance of performance (performance bond) shall have been provided in the full amount of this Agreement.
- 35.2 Any performance bond shall be from a company with a rating not less than B++ and shall be in form acceptable to the Maricopa County Attorney.
- 35.3 The City shall provide the County with documentation of required bonding.
- 35.4 Nothing contained in this Paragraph shall limit the ability of the City to provide multiple assurances provided that the total assured amount shall be not less than the full amount of this Agreement.

### **36.0 GRIEVANCE PROCEDURE**

The City 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 City'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 City's level. This system shall include protest procedures for decisions related to contract awards and requests for reasonable accommodations for persons with disabilities.

### **37.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS**

- 37.1 The City, in connection with any services or other activities under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The City shall include this clause in all of its Subcontracts.

- 37.2 The City shall comply with requirements of the Housing and Urban Development Equal Access Rule at 24 C.F.R. Part 5, Final Rule 5863, to ensure equal access to housing and services regardless of gender identity.

### **38.0 EQUAL EMPLOYMENT OPPORTUNITY**

- 38.1 The City, in connection with any service or other activity under this Agreement, shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin.
- 38.2 The City, in connection with any service or other activity under this Agreement, shall each take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, 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.
- 38.3 The City shall, in connection with any service or other activity under this Agreement, to the extent the following provisions apply, comply with:
- 38.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);
  - 38.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);
  - 38.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);
  - 38.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and
  - 38.3.5 Arizona Executive Order 2009-09, as amended, *et seq.* which mandates that all persons shall have equal access to employment opportunities.

### **39.0 DISABILITY REQUIREMENTS**

The City agrees that any electronic or information technology offered under this Agreement shall comply with 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.

### **40.0 UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this Agreement, the City 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.*

### **41.0 FINANCIAL MANAGEMENT**

The City 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 such bank account shall be commingled. All interest earned on such an account shall be disposed of in a manner specified by the County in accordance with applicable state and federal regulations. The City shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, then it shall be in accordance with generally accepted accounting principles.



**42.0 RETENTION OF RECORDS**

- 42.1 This provision applies to all financial and programmatic records, supporting documents, statistical records, and other records of the City that are related to this Agreement.
- 42.2 The City shall retain all records related to this Agreement for a minimum of 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, or for the period of affordability imposed by deed restrictions. 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.

**43.0 ADEQUACY OF RECORDS**

If the City'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, then the City shall reimburse the County for the services not supported and documented.

**44.0 COMPETITIVE BID REQUIREMENTS****44.1 Equipment**

The City shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost in accordance with the following competitive bidding system:

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

**44.2 Supplies**

The City shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and in accordance with a system of written quotes whenever the price is expected to be greater than \$300, unless the City obtains the County's prior written approval to purchase supplies by an alternate method.

**44.3 Minority, Women, and Small Business Enterprises**

The City 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.

- 44.4 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.

**45.0 PROPERTY**

- 45.1 Any County 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 title to all such property shall revert to the County upon the expiration or termination of this Agreement. The costs to repair

such property are the responsibility of the City within the limits budgeted in this Agreement.

- 45.2 Any City property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the City. Repair costs of such property shall be the responsibility of the City.

#### **46.0 IMMIGRATION LAWS AND REGULATIONS**

##### **46.1 Federal Immigration and Nationality Act**

46.1.1 The City understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The City agrees to comply with the IRCA in performing under this Agreement and to permit the other Parties to inspect personnel records to verify such compliance.

46.1.2 The City warrants 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. The City shall obtain statements from its Subcontractors certifying compliance and shall furnish the statements to the Assistant Director upon request. These warranties shall remain in effect through the term of this Agreement. The City and its 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.

46.1.3 The County may request verification of compliance for any employees or Subcontractors performing work under this Agreement. Should the County either suspect or find that the City or any of its Subcontractors are not in compliance, then the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of this Agreement for default, and suspension or debarment (or both) of the City. All costs necessary to verify compliance are the responsibility of the City and its Subcontractor(s).

##### **46.2 Arizona Law**

46.2.1 The City warrants that it will comply with A.R.S. § 41-4401 (e-verify requirements) and further acknowledge that:

46.2.2 The City and its Subcontractors and 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;

46.2.3 A breach of a warranty under Sub-subparagraphs 46.2.1 and 46.2.2 above shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability; and

46.2.4 The County and any contracting government entities retain the legal right to inspect the papers and employment records of any employees of the City and its Subcontractors and Vendors who work on this Agreement to ensure that the City and its Subcontractors and Vendors are complying with the warranty provided under Sub-subparagraphs 46.2.1 and 46.2.2 above and that the City agrees to make all papers and employment records of such employee(s) available during normal working hours in order to facilitate such an inspection.

#### **47.0 GOVERNOR'S EXECUTIVE ORDER NO. 88-26**

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

**48.0 EMPLOYMENT DISCLAIMER**

- 48.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other 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.
- 48.2 The City agrees that no individual performing under this Agreement on behalf of the City may be considered a County agent, employee, or representative and that no rights of County civil service, County retirement, or County personnel rules shall accrue to or apply to any such individual. The City shall have total responsibility for all 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 the City shall indemnify, defend, and hold harmless the County with respect thereto.
- 48.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a City agent, employee, or representative and that no rights of the City civil service, the City retirement, or the City personnel rules shall accrue to or apply to any such individual. The County shall have total responsibility for all 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 the County shall indemnify, defend and hold harmless the City with respect thereto.

**49.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

- 49.1 The undersigned, by signing this Agreement, represents that he/she has the authority to bind the City to the terms of this Certification. The City, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:
- 49.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 49.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for (1) the 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; (2) the violation of any federal or State antitrust statutes or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 49.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 50.1.2 above; and
- 49.1.4 Have not, within a three-year period preceding this Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 49.2 The City agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

**50.0 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS**

- 50.1 The City agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor 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 3.908 of the Federal Acquisition Regulation;
- 50.2 The City 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 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the City and copies provided to the County upon request; and
- 50.3 The City shall insert the substance of this clause, including this Paragraph 51.0, in all subcontracts over the simplified acquisition threshold (\$250,000 as of June 2021).

**51.0 WRITTEN CERTIFICATION IN ACCORDANCE WITH A.R.S. § 35-393.01**

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

**52.0 SURVIVAL**

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

**53.0 FORCE MAJEURE**

- 53.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.
- 53.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 53.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

**SECTION 2**  
**SPECIAL PROVISIONS**



**MARICOPA COUNTY**  
**HUMAN SERVICES DEPARTMENT**

**STANDARDS**

The City shall perform the work and provide the services identified in the Work Statement and shall immediately notify the County whenever the City 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 City 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 City to the remedies provided in Paragraph 5.0, Default and Remedies for Noncompliance in the Special Provisions.

**1.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS**

This Agreement and the Parties to it are subject to all applicable federal, state, or local laws, rules, and regulations. The City shall comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement. Refer to Paragraph 5.0, Default and Remedies for Noncompliance provided in the Special Provisions.

**2.0 COMPLIANCE WITH REQUIREMENTS REGARDING ELIGIBILITY FOR PUBLIC BENEFITS**

2.1 The City shall comply with state and other laws regarding eligibility for public benefits, including A.R.S. §§ 1-501 and 1-502, which state that public benefits shall only be provided to eligible applicants who are citizens of the United States, or are Qualified Non-Citizens:

2.1.1 All applicants authorized to receive public benefits must provide documentation of their lawful presence in the United States through a verification process.

2.1.2 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.

2.1.3 The Affidavit Demonstrating Lawful Presence in the United States or similar form shall be used to document compliance with requirements listed above.

2.1.4 Maricopa County and its subcontracted entities are required to report "discovered violations" of federal immigration law.

2.1.5 Federal public benefits are defined in A.R.S. § 1-501 as any grant, contract, loan, 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.

2.1.6 State or local public benefits are defined in A.R.S. § 1-502 as any grant, contract, loan, professional license, or commercial license provide by an agency of the state or local government or by appropriated funds of a state or local government; 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 a state or local government or by appropriated funds of a state or local government.

- 2.2 Programs, services, or assistance (such as soup kitchens, crisis counseling and intervention, and short-term shelter) that meet the following conditions are exempt from A.R.S. §§ 1-501 and 1-502:
- 2.2.1 deliver in-kind services at the community level, including through public or private nonprofit agencies;
  - 2.2.2 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
  - 2.2.3 are necessary for the protection of life or safety.

### **3.0 AUDIT REQUIREMENTS**

The City is in receipt of federal funds through the County and is 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.*). The City shall comply with 2 C.F.R. 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. The City shall take corrective actions within six (6) months of the date of receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by HUD or the County that the City is not in -compliance with the audit requirements.

### **4.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE**

- 4.1 Notwithstanding anything to the contrary, this Subparagraph shall not be deleted or superseded by any other provision of this Agreement.
- 4.2 This Agreement may be immediately terminated by the County if the City defaults by failing to perform any objective, or breaches any obligation under this Agreement, or any event occurs that jeopardizes the City's ability to perform any of its obligations under this Agreement. The County reserves the right to have the services provided by persons other than the City if the City is unable or fails to provide required services with the specified time frame.
- 4.3 Failure to comply with the requirements of this Agreement and all 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 to the County by the City of any funds improperly expended, or the recovery of funds improperly acquired. Noncompliance with this Agreement includes but is not limited to:
- 4.3.1 Nonperformance of any obligations;
  - 4.3.2 Noncompliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives;
  - 4.3.3 Unauthorized expenditure of funds;
  - 4.3.4 Violation of the applicable affordability period;
  - 4.3.5 Improper disposition of recaptured proceeds;
  - 4.3.6 Improper disposition of Program Income;
  - 4.3.7 Noncompliance with applicable financial record requirements, accounting principles, or standards established by 2 C.F.R. Part 200; and
  - 4.3.8 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 4.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the City shall, without intent to limit or with restrictions, be subject to the following:

- 4.4.1 All 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.
- 4.4.2 Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
- 4.4.3 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the City at the time of suspension or termination, or that may accrue later. Nothing in this Agreement shall be construed to limit or terminate any right or remedy available under contract or rule.
- 4.4.4 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.
- 4.5 The City shall, upon notice or with knowledge obtained by the City, or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by it or 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 violations of any federal, state, or local laws, rules, or regulations; or the breach of any certifications or warranties provided in this Agreement.

## 5.0 SPECIAL FEDERAL AND PROJECT PROVISIONS

- 5.1 In accordance with HUD HOME Program regulations, the City agrees to use HOME funds pursuant to the Five-Year Consolidated Plan and the Annual Action Plan as approved by HUD and all requirements of 24 C.F.R. Part 92. The City will require that this requirement is 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 Subcontractors and Vendors shall certify and disclose accordingly. The Annual Action Plan is hereby incorporated by reference into this Agreement. The Project activities are described in Section 3 (Work Statement). The City shall be responsible to provide reports of all activities related to the Work Statement. The City agrees to submit to the County the following reports:
  - 5.1.1 **Quarterly Performance Reports:** due on the 15th of January, April, July, and October of the preceding three (3) months (i.e., the July report covers the months of April, May, and June). Reports shall address all Project activities described in the Work Statement. Failure to submit timely Quarterly Performance Reports will result in suspension of reimbursement of funds requested until all reports are brought current.
  - 5.1.2 **Request for Reimbursements:** The Request for Reimbursement Form must include all supporting documentation, and a Match Log. The City will complete the documents and submit them to the County for approval.
  - 5.1.3 **HOME Setup Reports:** due within one (1) year after the date this Agreement is fully executed. According to 24 C.F.R. § 92.250 (b): Before Setup Reports are submitted, the City must evaluate the Project in accordance with guidelines that the City has adopted for determining a reasonable level of profit or return on its investment in the Project and must



not commit or invest any more HOME funds, alone or in combination with other governmental assistance, than are necessary to provide quality affordable housing that is financially viable for a reasonable period (at a minimum, the period of affordability in accordance with 24 C.F.R. §§ 92.252 and 92.254) and that will not provide a profit or return on the City's investment that exceeds the City's established standards for the size, type, and complexity of the Project.

- 5.1.4 **HOME Completion Report:** due no later than sixty (60) days after final payment is requested. The HOME Completion Report must include all required documents as described in this Agreement. Within ten (10) business days after receipt of the HOME Completion Report, the County will enter the Project completion data 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.
- 5.1.5 **Initial Request for Reimbursement form:** with required documentation for each activity is due within 45 (forty-five) days after submitting a HOME Setup Report.
- 5.1.6 **Other HUD:** required reporting data as applicable.

## 6.0 PROGRAM INCOME

All Program Income generated from this Agreement shall be used to fund either the acquisition or rehabilitation (or both) of additional HOME eligible properties to be sold to qualified low-income families as defined in 24 C.F.R. § 92. The HOME requirements shall continue to apply if the City receives and uses Program Income, even if the Program Income funds are earned and expended after the expiration of this Agreement.

## 7.0 REAL PROPERTY ACQUIRED OR IMPROVED WITH HOME FUNDS

- 7.1 Upon expiration of this Agreement, any real property under the City's control that was acquired or improved in whole or in part with HOME funds must be occupied by low- or very-low-income households (or both) 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 deed restrictions. The option to use deed restrictions must include period of affordability set forth in 24 C.F.R. §§ 92.252 and 92.254.

## 8.0 TENANT-BASED RENTAL ASSISTANCE (TBRA)

- 8.1 Eligible costs are the rental assistance and security deposit payments made to provide TBRA for a family pursuant to 24 C.F.R. § 92.209. Eligible costs also include utility deposit assistance, but only if this assistance is provided with TBRA or a security deposit payment. Administration of TBRA is eligible only under general management oversight and coordination at 24 C.F.R. § 92.207(a), except that the costs of inspecting and determining the income eligibility of the family are eligible costs of TBRA.

## 9.0 DE-OBLIGATION

- 9.1 The County may de-obligate funds under this Agreement under any one or more of the following circumstances upon written notice to the City:
  - 9.1.1 The City completes performance under the Work Statement without using all funds provided by the County under this Agreement;

- 9.1.2 A Program activity under the Work Statement is cancelled or changed for reasons other than non-performance; or
- 9.1.3 This Agreement has been terminated.

## **10.0 REDUCTION IN FUNDS**

- 10.1 The County, through an Amendment, may reduce Agreement funds under either or both of the following circumstances:
  - 10.1.1 The County determines that the City failed to utilize the funds provided by this Agreement in compliance with the terms and conditions outlined herein; or
  - 10.1.2 The City failed to perform in accordance with Section 3 (Work Statement) and identified timelines.

## **11.0 REPAYMENT OF FUNDS**

The City shall repay funds that are defined as unallowable costs under applicable laws and regulations. This repayment obligation extends to, but is not limited to, questioned costs identified in either a monitoring review or Single-Audit report. Repayment of funds is 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) calendar days following the written determination by the County of noncompliance.

## **12.0 ADMINISTRATIVE REQUIREMENTS**

- 12.1 The County is responsible for ensuring HUD HOME Program funds are administered in accordance with the HOME regulations, 24 C.F.R. Part 92. The County shall monitor the City's activities to ensure compliance with the following:
  - 12.1.1 FINANCIAL RECORDS: accounting system and financial records comply with the applicable requirements and standards of 24 C.F.R. Part 200 and are subject to monitoring from time to time by either the County or by HUD.
    - 12.1.1.1 The City agrees to adhere to accounting principles and procedures, to utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The City further agrees to maintain an adequate accounting system that provides for appropriate grant accounting.
    - 12.1.1.2 The City shall adhere to applicable audit requirements as described in, and in accordance with, 24 C.F.R. Part 200. In addition, the City must provide annual single-audit reports or annual audited financial statements to the County.
    - 12.1.1.3 The City shall adhere to the repayment of investment requirements set forth in 24 C.F.R. § 92.503. Any HOME Funds invested in housing that do not meet the affordability requirements for the period specified in either 24 C.F.R. § 92.252 or § 92.254, as applicable, must be repaid in accordance with 24 C.F.R. § 92.503(b)(3).
  - 12.1.2 DOCUMENTATION AND RECORD KEEPING
    - 12.1.2.1 Records to be Maintained: The City shall maintain all records required by the federal regulations specified in 24 C.F.R. § 92.508 that are pertinent to the activities to be

funded under this Agreement. Such records shall include, but not be limited to, records:

- 12.1.2.1.1 Providing a full description of each activity undertaken and its impact;
- 12.1.2.1.2 Required to determine the eligibility of activities;
- 12.1.2.1.3 Demonstrating compliance with environmental review requirements;
- 12.1.2.1.4 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);
- 12.1.2.1.5 Demonstrating citizen participation;
- 12.1.2.1.6 Demonstrating compliance regarding acquisitions, displacement, relocation, and replacement housing;
- 12.1.2.1.7 Demonstrating continuing compliance for all activities and compliance with recapture provisions of the affordability standards;
- 12.1.2.1.8 Documenting compliance with the fair housing and equal opportunity components of the HOME Program;
- 12.1.2.1.9 Required by 24 C.F.R. § 570.502, 2 C.F.R. Part 200, and OMB Circulars;
- 12.1.2.1.10 Other records necessary to document compliance with HOME Program requirements;
- 12.1.2.1.11 Documenting compliance with Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 C.F.R. Part 75;
- 12.1.2.1.12 Demonstrating compliance with deeds of trust, promissory notes, and forgivable loans;
- 12.1.2.1.13 Supporting that the City has maintained client data demonstrating all clients served have met 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, as described in 24 C.F.R. § 92.356;
- 12.1.2.1.14 Documenting compliance with underwriting and subsidy layering requirements, including the requirement that the City will not invest any more HOME funds in combination with other federal assistance than is necessary to provide affordable housing, as described in 24 C.F.R. § 92.250 and further described in HUD Notice CPD 15-11; and,

- 12.1.2.1.15 Demonstrating compliance with federal, state, and local laws and regulations, including compliance with A.R.S. §§ 1-501 and 1-502.
- 12.1.2.2 Outcome Measures – The City shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.
- 12.1.2.3 Disclosure – The City 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 the City's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.
- 12.1.2.4 Program Activity Reports – Such reports as required by the County including, but not limited to, HOME Setup/Completion Reports, Quarterly Performance Reports, annual Program Income Reports, Match Reports, MBE/WBE information, and other HUD-required reporting data, as applicable, shall be submitted at the completion of each Program that is described under the Work Statement.
- 12.1.2.5 Audits and Inspections – All of the City's records with respect to any matters covered by this Agreement shall be made available to the County, its designees, and 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 shall be addressed by the City within 45 days after receipt by the City. Failure of the City to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The Annual Audit requirement is applicable to all levels of funding received by the City under this Agreement, even if the level of funding is less than the current thresholds cited in 2 C.F.R. § 200.501.
- 12.1.2.6 Performance Monitoring – The County will monitor the City to determine whether HOME funded activities are implemented and administered in accordance with all applicable federal requirements and gauge performance of the City against goals and performance standards required in this Agreement. The City shall ensure that all required files and documentation are available at scheduled monitoring visits. The failure of the City to administer, implement, and perform as determined by federal regulations and by the 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.

**13.0 ENVIRONMENTAL REVIEW CONDITIONS**

- 13.1 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 City. Exempt activities described in 24 C.F.R. § 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in an activity, then 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 either HUD or the County provides the City with written authorization based on approval of an ERR.
- 13.2 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 the completion of the ERR. The cost of the option must be a nominal portion of the purchase price.
- 13.2.1 The City agrees to comply with: The National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 C.F.R. Parts 1500 – 1508; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities pursuant thereto Title 24 C.F.R. Part 58, Subpart A; CPD Notice 01-11 HOME Environmental Review Requirements; and all conditions required in the process of the environmental assessment.
- 13.2.2 Air and Water - The City shall comply with the following requirements insofar as they apply to the performance of this Agreement:
- 13.2.2.1 Clean Air Act, 42 U.S.C. § 7401, *et seq.*, as amended.
- 13.2.2.2 Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, *et seq.*, as amended, Section 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.
- 13.2.2.3 Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. § 50, as amended.
- 13.2.2.4 The City agrees to comply with conditions set forth by the Air Quality Department or other County agency, as required.
- 13.2.2.5 Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001), the City shall ensure 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 City shall require the homeowner to obtain and maintain flood insurance as a condition of funding, or funds shall not be utilized.
- 13.2.2.6 Historic Preservation – The City shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966 (16 U.S.C. § 470) and the procedures set forth in 36 C.F.R. § 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

- 13.2.2.7 Release of Funds (ROF) - No funds may be encumbered prior to the completion of the Environmental Review. The ERR must be completed before any funds are obligated. Funding also is 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 City to notify the County and to refrain from making any commitments and expenditures on a site until a ROF has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

#### **14.0 ADDITIONAL CERTIFICATIONS, WARRANTIES, AND AGREEMENTS**

- 14.1 The City agrees to undertake the same obligations as the County has undertaken to HUD pursuant to the County's Annual Action Plan (included in this Agreement by reference) and shall adhere to the federal Certifications referenced below, including Attachment 1 - Certification for a Drug-Free Workplace (HUD form 50070) and Attachment 2 - Certification of Payments to Influence Federal Transactions (HUD form 50071). The City shall hold the County harmless, defend, and indemnify the County against any damages or other liabilities that the County may incur with respect to HUD as a result of any failures on the part of the City.
- 14.2 The City agrees:
- 14.2.1 To ensure that the total HOME investment in each unit does not exceed the maximum per unit subsidy (24 C.F.R. § 92.250) for the area in which the property is located. This limit is updated annually. Refer to Attachment 3 of this Agreement.
- 14.2.2 To ensure that the period of affordability imposed on the Project reflects the per unit subsidy limit. The minimum affordability period is five years for HOME subsidies of less than \$15,000 per unit; ten years for subsidies of \$15,000 to \$40,000; and 15 years for subsidies greater than \$40,000.
- 14.2.3 To ensure that the annual Homeownership Value Limits are not exceeded. HOME funds for homebuyer assistance or single-family rehabilitation Projects must have an initial purchase price that does not exceed 95% of the median purchase price for Maricopa County. These limits apply to homeownership units assisted with HOME funds for the following single-family activity types: new housing construction for resale; homebuyer assistance; acquisition with rehabilitation for resale; and owner-occupied housing rehabilitation. This limit is updated annually. Refer to Attachment 3 of this Agreement.
- 14.2.4 To 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 and Stability Act (24 C.F.R. §§ 92.350-92.454), which include:
- 14.2.5 To ensure implementation of the Fair Housing Act, (42 C.F.R. §§ 3601-3620), and implementing regulations at 24 C.F.R. Part 100 (discriminatory conduct under the Fair Housing Act), Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 (leadership and coordination of fair housing in federal programs) (3 C.F.R. §§ 1958-1963 Comp., p. 652 and 3

- C.F.R. § 1980, Comp. p. 307) and implementing regulations at 24 C.F.R. Part 107 (nondiscrimination and equal opportunity in housing under Executive Order 11063), and Title VI of the Civil Rights Act of 1964 (42 U. S. C. §§ 2000d, *et seq.*), and implementing regulations at 24 C.F.R. Part 1 (Nondiscrimination in Federally Assisted Programs of HUD);
- 14.2.6 To affirmatively further fair housing, which includes taking appropriate actions to overcome the effects of any impediments identified in the County's "Analysis of Impediments to Fair Housing Choice" and maintain records reflecting any actions taken in regard to fair housing;
- 14.2.7 To adhere to Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency) in accordance with Title VI of the Civil Rights Act of 1964;
- 14.2.8 To implement the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101, *et seq.*) and the regulations at 24 C.F.R. Part 146 (nondiscrimination on the basis of age in HUD programs or activities receiving federal financial assistance);
- 14.2.9 To implement of the prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794, *et seq.*) and implementing regulations at 24 C.F.R. Part 8 (nondiscrimination based on handicap in federally assisted programs and activities of HUD) and the Americans with Disabilities Act 1990 (42 U.S.C. §§ 12101, *et seq.*);
- 14.2.10 To adhere to the requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 C.F.R. Chapter 60 (3 C.F.R. §§ 1964-65, Comp, p. 339);
- 14.2.11 To implement 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);
- 14.2.12 To implement the requirements of Executive Orders 11625 and 12432 regarding MBE development and 12138 regarding WBE, and Regulations S. 85.36 (e) and of Section 281 of the National Housing Affordability and Stability Act; and
- 14.2.13 To implement the requirements of the HUD 246 Rule (24 C.F.R. Part 5 Final Rule 5863) to ensure equal access to housing and services regardless of gender identity.
- 14.3 The City agrees that it will prepare and adopt acceptable procedures and requirements for affirmatively marketing units funded under the HOME Program, when HOME Program-assisted housing contains five (5) or more rental units, by providing information about the availability of HOME Program-assisted units that are vacant at the time of completion or that later become vacant. The City shall 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.

- 14.4 HOME funds may not be used for operations or modernization of public housing projects financed under the Housing Act of 1937.
- 14.5 The 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 C.F.R. Part 58 (environmental review procedures for entities assuming HUD environmental responsibilities). The County will assume the responsibilities for the Request for Release of Funds. The City shall not commit or incur expenditures for HOME activities until the environmental review process has been completed. Should it be determined that the City incurred expenses in violation of the NEPA requirements, the City will be responsible for the full costs for such expenditures and repayment of any related reimbursements. The City shall provide all necessary assistance to the County in completing this environmental review process.
- 14.6 The City agrees to comply with the acquisition and relocation requirements of 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 C.F.R. Part 24; and follow a residential anti-displacement and relocation assistance plan required under §104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding as they apply to the HOME Program.
- 14.7 The City shall comply with the Davis-Bacon Act (40 U.S.C. §§ 276a, *et seq.*), Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327, *et seq.*) related acts, and the provisions of 24 C.F.R. Part 24 regarding Government Debarment and Suspension as they apply to this HOME Program.
- 14.8 The City shall comply with the Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4001, *et seq.*) as it applies to this HOME Program.
- 14.9 The City shall comply with the Drug-Free Workplace Act of 1988 as it applies to the HOME Program.
- 14.10 Housing assisted with HOME Program funds constitutes HUD-assisted housing for the purposes of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801, *et seq.*) and is therefore subject to 24 C.F.R. Part 35.
- 14.11 No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who is in a position in a decision making process or gains inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, either for himself/herself or those whom the person has family or business ties, during his/her tenure or for one year thereafter.

## **15.0 SUBCONTRACTS AND VENDORS**

- 15.1 Approvals – Unless expressly authorized in this Agreement, exempt activities such as architectural, engineering, and administration may not be undertaken and reimbursed by the County prior to receipt of HUD Request Release of Funds (RROF). Exempt activities described in 24 C.F.R. § 58.34(1)(1)-(11) are activities that generally have no physical impact on the environment. Otherwise, the City 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 Subcontract with any



agency or individual in the performance of this Program that are not exempt activities without Release of Funds (ROF) from the County prior to the execution of such Agreement.

- 15.2 DUNS Number – All Subcontractors shall have a valid DUNS number and an active profile in the federal System for Award Management, or SAM.
- 15.3 Fees – The City 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 C.F.R. § 92.214(b)(1).
- 15.4 Selection Process – The City shall ensure that all Subcontracts 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.
- 15.5 Section 3 of the Housing and Urban Development Act of 1968 – The City shall include the Section 3 clause in every Subcontract and shall take appropriate action pursuant to the Subcontract upon a finding that a Subcontractor is in violation of regulations issued by HUD. The City shall not subcontract with any entity where the City has notice or knowledge that the entity has been found in violation of the regulations under 24 C.F.R. Part 75. The City has the responsibility of determining Section 3 eligibility and reporting.
- 15.6 Monitoring – The City shall monitor/review all subcontracted services to assure contract compliance. Results of monitoring efforts shall be summarized in Quarterly Performance Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.

#### **16.0 THE COUNTY CERTIFIES**

- 16.1 That a public purpose is served by the County contracting for activities identified in Section 3 (Work Statement).
- 16.2 That the HOME Program funds designated for the Work Statement activities constitute reasonable and prudent assistance.

#### **17.0 THE CITY AGREES TO**

- 17.1 Complete and submit to the County all Environmental Reviews (ERs) in a timely manner.
- 17.2 Submit all Requests for Reimbursements and Amendments to the County in a timely manner.
- 17.3 Keep the Maricopa HOME Consortium informed of progress toward goals.
- 17.4 Serve as the lien holder for all real estate developed, if applicable.
- 17.5 Provide, at the completion of the Project, a close out memo detailing the on-going HOME requirements and responsibilities for the affordability period.

#### **18.0 PROGRAM COMPLETION**

- 18.1 Upon completion of the Agreement activities, any Agreement funds not expended shall be retained by the County for reallocation as defined by the Maricopa HOME Consortium Policies and Procedures.
- 18.2 The disposition of any property purchased during the term of this Agreement shall follow Section 1 (General Provisions), Paragraph 47.0 (Property).
- 18.3 The City shall continue to be responsible for compliance activities until all HOME Program requirements and contractual obligations are met, including affordability restrictions. The City's obligations shall not end until all close-out requirements are completed. The County will notify the City in writing that a Completion Report is due to the County within sixty (60) days after one of the following occurrences:

- 18.3.1 Funds have been expended for the activity;
  - 18.3.2 The Work Statement has been completed;
  - 18.3.3 This Agreement has expired; or
  - 18.3.4 The Agreement has otherwise been terminated.
- 18.4 Following the receipt and approval of the Completion Report for each activity, the County will notify the City in writing that each activity is closed. In compliance with 24 C.F.R. § 92.502(d), all Project completion data shall be entered into IDIS by the County within 120 days after the final drawdown. 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 C.F.R. § 92.251, the final draw has been disbursed, and the projection completion data has been entered into IDIS.
- 18.5 For the purposes of a rental Project, the following shall apply:
- 18.5.1 The Project shall be completed when the site receives a Certificate of Occupancy;
  - 18.5.2 It is not required for a beneficiary to be identified for the Project to be considered complete. Vacant rental units may be marked as vacant when completion data is entered into IDIS.
  - 18.5.3 If any rental unit remains unoccupied six (6) months after the date of Project completion, the City must provide the County information about marketing efforts to place occupants in the unit and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible.
  - 18.5.4 Within eighteen (18) months after the date of Project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible beneficiary (or beneficiaries), the City shall be required to repay all HOME funds invested in the unit.

## **19.0 FAILURE TO MAKE PROGRESS**

- 19.1 The failure of the City to make progress according to the Work Statement may result in the termination of this Agreement, de-obligation of funds, or recapture of funds. The City agrees to meet with the County at the site at which the funded activity is to take place to discuss progress and allow the County to provide technical assistance if:
- 19.1.1 The City fails to complete an Environmental Review pursuant to Section 2 (Special Provision) Paragraph 13.0 (Environmental Review Conditions) within one hundred and eighty (180) calendar days after the date this Agreement is executed.
  - 19.1.2 The City fails to commit funds to a specific local Project in accordance with the terms of this Agreement within eighteen (18) months after the date of full execution of this Agreement. Commit for the purposes of this Paragraph shall have the same meaning as in 24 C.F.R. § 92.2(2)(i)-(iii).
  - 19.1.3 The City fails to expend HOME funds in performance of Project activities in accordance with the terms of this Agreement within twenty-four (24) months after the date of full execution of this Agreement.
  - 19.1.4 Within six (6) months after the date of Project completion, if a unit remains unoccupied, then the City 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, then 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 purpose 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 unoccupied as described in 24 C.F.R. § 92.252.

- 19.2 The County will terminate this Agreement and recapture funds, if the City does not perform the activities described in the Work Statement of this Agreement. The County, in its sole discretion, may forgo providing technical assistance and require repayment of funds as outlined in this Agreement under Section 1 (General Provisions), Paragraph 5.0 (Termination), or terminate the Agreement for cause under Section 1 (General Provisions), Paragraph 5.0 (Termination).

## **20.0 GENERAL CONDITIONS**

- 20.1 Administrative Change Orders and Addenda – The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to a.) make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders, and b.) identify the single-family properties that are subject to Section 3 (Work Statement) of this Agreement through Addenda. Both Administrative Change Orders and Addenda shall be approved and fully executed by the Chairman of the Board of Supervisors and the authorized representative for the City.

- 20.1.1 Administrative Change Orders may address any of the following areas:

- 20.1.1.1 Modifications to the Project timeline if the last day of the Project timeline is within the Agreement term;
- 20.1.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;
- 20.1.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies;
- 20.1.1.4 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies, or requirements; and
- 20.1.1.5 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or by local regulations, policies, or requirements.

- 20.1.2 Addenda:

- 20.1.2.1 The City shall submit to the County, an Addendum when each property has been identified and will be acquired under this Agreement. A sample Addendum is attached as Attachment 4; and
- 20.1.2.2 All Addenda shall be integrated into the Agreement.

- 20.1.3 It is the responsibility of the City to ensure the latest documents are consulted and followed.

## **21.0 REVERSION OF ASSETS**

Unexpended funds must be de-obligated 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 Three-year Cooperative Agreement. A written letter to de-obligate funds will be sent to the City

from the County a minimum of ninety (90) calendar days prior to termination of this Agreement.

**22.0 VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT of 2013**

The City must comply with VAWA 2013, which applies to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistent with all nondiscrimination and fair housing requirements. The City must meet the requirements as specified in 24 C.F.R. § 92.359. The City must give a Notice of Occupancy Rights to tenants and applicants to ensure they are aware of their rights under VAWA, maintain an emergency transfer plan, and document incidents of domestic violence, dating violence, sexual assault, and stalking.

**SECTION 3**  
**WORK STATEMENT**



**MARICOPA COUNTY**  
**HUMAN SERVICES DEPARTMENT**

**MARICOPA COUNTY**  
**HOME Investment Partnerships Program**  
**Program Year 2020**

**Consortium Member:** City of Peoria, Arizona

**Activity Type:** Homebuyer

**Project:** Construction of New Housing for Sale and Homebuyer Assistance

**Program Year 2020 HOME Funds:** \$235,817 for new construction, development fee, homebuyer assistance, and administration

**Type of Property:** Single-Family

**1.0 DETAILED SCOPE OF WORK:** HOME funds will be used to construct two (2) new affordable homes located in Peoria's city limits. The homes will be sold to qualified low-income families in need of housing. HOME funds in the amount of \$201,078 are allocated for hard costs, including infrastructure and direct construction costs; \$10,000 is allocated for a developer fee; and the remaining \$20,000 will be used towards direct homebuyer assistance. If the entire amount of the direct homebuyer assistance is not used, the remaining funds will be allocated to additional hard costs.

1.1 Affordable housing is ranked as a high priority in the Consolidated Plan.

1.2 Methods and instruments used for ensuring affordability: The HOME funds will be secured by a Deed of Trust and Promissory Note. The Recapture provision is used in which all HOME funds are subject to repayment. Any repayment of HOME funds will be recaptured from the net proceeds from the sale of the HOME assisted unit.

1.2.1 Net Proceeds is defined as: Net Proceeds = Sales Price (-) non-HOME debt (-) closing costs.

1.3 There will be no program income generated through this project.

**2.0 OBJECTIVES AND OUTCOMES:**

	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
<b>DECENT HOUSING</b>	<input type="checkbox"/> Single Family Housing Rehab and Emergency Rehab, Homebuyer Assistance	<input checked="" type="checkbox"/> Homebuyer 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

**3.0 LOGIC MODEL: PERFORMANCE INDICATORS:**

<b>INPUTS/ RESOURCES</b> In order to accomplish proposed activities, the subrecipient will need the following:	<b>ACTIVITIES</b> In order to address the issue, the subrecipient will conduct the following activities:	<b>OUTPUTS</b> Once completed, these activities will produce the following:	<b>OUTCOMES</b> When completed, these activities will lead to the following changes:	<b>IMPACT</b> Long term changes:
HOME funding, City Staff Administration, Client Volunteer Sweat Equity Hours	New construction of two single family homes and homebuyer assistance	Expand affordable housing opportunities	Low - income families become first time homebuyers	Stable neighborhoods

**4.0 PROPOSED BENEFICIARIES:**

<b>Targeted Population by Income Level</b>	<b>Number of Households</b>	<b>Total Number of Units</b>	<b>Number of <u>HOME Assisted</u> Units in program (if rental)</b>
Households at or below <b>50%</b>			
Households at or below <b>60%</b>			
Households at or below <b>80%</b>	<b>2</b>	<b>2</b>	
<b>TOTAL</b>	<b>2</b>	<b>2</b>	

**5.0 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.

<b>Priority Populations</b>	<b>No. of Units</b>
Elderly	0
Physically Disabled	0
Other Priority Populations: Veterans	0

**6.0 PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:**

<b><u>MILESTONES</u></b>	<b><u>COMPLETION DATE</u></b>
HOME Contract signed by City Council	November 2021
Market Study	January 2021
Underwriting	December 2021
Secure Financing	June 2022
Environmental Reviews	August 2022
Obtain Site Control: use of developers existing stock	Existing stock
RFQ Issued-Application Process	January 2020
City Selected and Signed Development Contract	December 2021
Acquisition and Construction to commence	August 2022
Certificate of Occupancy	June 2023
Underwriting of Low-Income Family	June 2023
Unit Occupied by Low-Income Family	December 2023
Completion Report submitted to County	December 2023

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

**7.0 ACTIVITY BUDGET SUMMARY:**

<b>ACTIVITIES</b>	<b>PY 2020 HOME Funds</b>	<b>Additional Sources* Table 8</b>	<b>TOTAL COST</b>
<b>ACQUISITION</b>			
Land including closing costs and fees			\$ -
Buildings including closing costs and fees			\$ -
<b>TOTAL</b>	\$ -		\$ -
<b>NEW CONSTRUCTION</b>			\$ -
Construction Costs-Materials Permits & Fees, Infrastructure included. May adjust if full homebuyer assistance is not needed.	\$ 191,078	\$ 248,922	\$ 440,000
Developer Fee	\$ 10,000		\$ 10,000
<b>TOTAL</b>	\$ 201,078	\$ 248,922	\$ 450,000
<b>Homebuyer Assistance</b>			
HB closing/counseling		\$ 7,300	\$ 7,300
HB Assistance - max amount, any remaining will be used towards construction costs	\$ 20,000		\$ 20,000
<b>TOTAL</b>	\$ 20,000	\$ 7,300	\$ 27,300
<b>ADMINISTRATION COSTS</b>			\$ -
Program Income Administration			
City of Peoria Administration	\$ 14,739		\$ 14,739
Volunteer Labor		\$ 48,000	\$ 48,000
<b>TOTAL</b>	\$ 14,739	\$ 48,000	\$ 62,739
<b>GRAND TOTAL</b>	\$ 235,817	\$ 304,222	\$ 540,039



**8.0 SOURCE AND AMOUNT OF OTHER RESOURCES:**

<b>SOURCE</b>	<b>CASH AMOUNT</b>	<b>VOLUNTEER/ IN-KIND AMOUNT</b>	<b>TOTAL</b>
Volunteers		48,000	<b>\$48,000</b>
Foundation and Corporate Support	256,222		<b>\$256,222</b>
<b>TOTALS</b>	<b>\$256,222</b>	<b>\$48,000</b>	<b>\$304,222</b>

**9.0 MATCH:**

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 with each Request for Reimbursement and by June 30<sup>th</sup> of each year.

<b>TYPE</b>	<b>SOURCE/FUNDING AGENCY</b>	<b>TOTAL</b>
Cash or cash equivalents from a non-federal source	Cash Donors	55,269.50
Value of waived taxes, fees or charges associated with HOME projects		
Value of donated land or real property		
Cost of infrastructure improvements associated with HOME projects		
Percentage of proceeds from single- or multi-family state housing bonds		
Value of donated materials, equipment, labor and professional services		
Sweat equity		
<b>TOTAL</b>		<b>\$55,269.50</b>

**MARICOPA COUNTY  
HOME Investment Partnerships Program  
Program Year 2021**

**Consortium Member:** City of Peoria, Arizona

**Activity Type:** Homebuyer

**Project:** Peoria Community Land Trust Program-Acquisition, Rehabilitation and Resale

**Program Year 2021 HOME Funds:** \$232,061 acquisition and administration costs

**Type of Property:** Single-Family

**1.0 SCOPE OF WORK**

- 1.1 Project Description: The City will acquire and rehabilitate two (2) single-family houses in the City of Peoria. This project is a scattered-site single-family homeownership project. The Parties agree to execute an addendum at the time the property is identified. An Addendum to this Agreement identifying individual properties by street address for participation in the City's Community Land Trust Program (CLT) will be executed before funding is made available regarding each property. Funds will be paid to the City only after it has met the commitment requirements as set forth in 24 C.F.R. § 92.2 (1) and (2), respectively, and is prepared to commence rehabilitation within twelve months.

Funds for rehabilitation are obligated by completing a detailed set of specifications (work write-up) and completing a detailed rehabilitation cost estimate based upon those specifications. The cost estimate may include a contingency for construction change orders. The City must inspect each property prior to occupancy and at project completion to ensure compliance with applicable standards and codes. Each property must be free from any defects that pose a danger to the health and safety of occupants and must meet written rehabilitation standards and local codes and ordinances at project completion. Copies of the final inspection report must be retained in the project files and submitted to the City upon submitting a completion report.

When the property is re-sold to a new low-income homebuyer, the city will self-certify to the City that the property meets health and safety standards, written rehabilitation standards, and local codes and ordinances.

Completed homes will be sold to eligible low-income first-time homebuyers. Properties will be acquired using the City's line credit, following completion of environmental review requirements.

In addition to the requirements set forth in Section 4 (Compensation), the City will execute a Deed of Trust and Note provided by the Administrator and naming the City as the Beneficiary in order to secure any funds provided to the City as reimbursement for acquisition costs.

Upon sale of the property to an eligible buyer, the Administrator will provide a Deed of Release and Re-conveyance (By Beneficiary) for the secured acquisition funds.

Resale provisions will be used to ensure compliance with the period of affordability required by HUD at 92.254 of the HOME regulations. The affordability restrictions shall be secured by a Community Land Trust Ground Lease and a Declaration of Affirmative Land Use Restrictions.

Completed units shall be sold through the CLT program and under which the buyer shall purchase only the improvements and shall enter a 99-year CLT Ground Lease with the City. The CLT Ground Lease shall contain provisions that require that the housing to be used as the buyer's principal residence. The Ground Lease also shall restrict resale/ transfer only to Low-Income buyers. In addition, the CLT Ground Lease shall contain a shared appreciation provision that limits the sale price of the housing and helps ensure affordability for future buyers. A Memorandum of Ground Lease and Right of First Refusal shall be recorded. A "Performance" Deed of Trust also shall be recorded with the City as the beneficiary; this is to ensure the City is notified in the event the owner of the home attempts to refinance or transfer the property.

The shared appreciation provision shall conform to Maricopa HOME Consortium's Recapture/Resale Provisions. "Fair Return" for leasehold properties is defined as the lessee's purchase price, plus 25% of the lessee's share of the increase in leasehold value at time of resale based on a leasehold valuation performed by a duly licensed appraiser.

Upon sale to an eligible buyer, a Declaration of Affirmative Land Use Restrictive Covenant for HOME Project shall be executed between the City and the City and recorded against the land to secure the Period of Affordability as required by HUD. The Period of Affordability shall be based on the total amount of HOME funds invested in the housing.

Eligible buyers will be required to complete an approved homebuyer education class and homeownership counseling. Eligible buyers also will be required to complete a CLT orientation, at which time the ground lease, resale restrictions, shared equity, and all other provisions of the CLT program shall be fully explained.

- 1.2 Project Purpose: The Project will create homeownership opportunities for a low- to moderate-income household that is rated as a high priority in the Consolidated Plan.
- 1.3 Project Beneficiaries: Two (2) first-time homebuyers at or below 80% of the area median income will benefit from this Project. Beneficiaries' income eligibility will be verified by the City's staff and will comply with 24 C.F.R. §. 92.203(d)(1).

- 1.4 Eligible buyers will be required to complete an approved homebuyer education class and homeownership counseling.
- 1.5 Project Staff: The City shall maintain staff qualified to perform the duties of the project. The City shall immediately notify the City regarding any changes in staff committed to the project. The City reserves the right to review the qualifications of new staff committed to the project after the execution of this Agreement. The City will be responsible for all communications with the Maricopa HOME Consortium, providing all updates and as needed reporting. In addition, any complaints will be the responsibility of the City.
- 1.6 Subcontractors: The City will oversee every aspect of the project. This oversight includes, but is not limited to, day-to-day operations; preparing budgets; managing the budget, timeline, and change orders; issuing a Request for Proposal and selecting the general contractor and Subcontractors. The City shall select Subcontractors in accordance with the Administrative Requirements of this Agreement. The City shall contract with responsible and qualified Subcontractors to perform the duties of the project. The City shall verify the qualifications of each Subcontractor through license verification, references, and SAM.gov.
- 1.7 Project Affordability: The family or individual acquiring the housing must qualify as low-income, as defined in 24 C.F.R. § 5.609, and maintain the housing as the principal residence throughout the period of affordability, which shall be for a period of 15 years from the date that the completion report is entered into HUD's Integrated Disbursement and Information System (IDIS). Resale provisions will be used to ensure compliance with the period of affordability required by HUD at 24 C.F.R. § 92.254 of the HOME regulations.

Upon sale to an eligible buyer, a Declaration of Affirmative Land Use Restrictions (LURA) will be executed to secure the Period of Affordability and require the housing to be used as the buyer's principal residence, as required by HUD. The LURA will include a due on sale clause to ensure that funds are recaptured if the property is sold during the Affordability Period.

## 2.0 OBJECTIVES AND OUTCOMES:

OBJECTIVE	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
<b>DECENT HOUSING</b>	<input type="checkbox"/> Single-Family Housing Rehab and Emergency Rehab, Homebuyer Assistance	<input checked="" type="checkbox"/> Homebuyer Activities, Acq/Rehab of rental housing, Acq/New Construction of rental housing, Expansion of assisted rental units in the private marketplace	<input type="checkbox"/> Housing Activities in a targeted revitalization area

**3.0 LOGIC MODEL: PERFORMANCE INDICATORS:**

INPUTS/ RESOURCES	OUTPUTS		OUTCOMES	OBJECTIV ES
	ACTIVITIES	PARTICIPATIO N		
Development Staff, Funding and Contractors	Acquire and rehabilitate two (2) units of Affordable Housing to be held in the CLT	Two (2) Households	Increased affordable housing for a low-income family. Increased homeownership. Improved neighborhoods and quality of life.	Decent and affordable housing

**4.0 PERFORMANCE REPORTING GOALS/TIMELINE OF ACTIVITIES:**

MILESTONES: Tasks to be Performed	COMPLETION DATE
Application/market study	January 2021
Execute City Agreement with Maricopa County	November 2021
Environmental Review approval	December 2022
Acquisition of properties	December 2022
RFP for rehabilitation activities	March 2023
Homeownership counseling/buyer preparation	March 2023
Rehabilitation	May 2023
Sale of Unit	June 2023
Homebuyer financing secured	June 2023
Expend Proceeds	June 2023
Final Close-out /Project Completion Form	December 2023

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

**5.0 ACTIVITY BUDGET SUMMARY:**

ACTIVITY	PY 2021 HOME FUNDS	OTHER RESOURCES Table 6	TOTAL ACTIVITY BUDGET
Acquisition	217,557	382,443	600,000
Rehabilitation		60,000	60,000
Developer Fee		66,600	66,600
Closing costs		20,000	20,000
Other Soft Costs		5,000	5,000
Administration-City of Peoria	14,504		
<b>TOTALS</b>	<b>\$232,061</b>	<b>\$534,043</b>	<b>\$766,104</b>

Note: A total of \$3,000 per activity will be withheld as retainage from the total amount of HOME funds obligated to each activity until a completion report is submitted to the County.

**6.0 SOURCE AND AMOUNT OF OTHER RESOURCES:**

OTHER RESOURCES	AMOUNT
Newtown Line of Credit	\$534,043

**7.0 ACTIVITY MATCH:**

AMOUNT	FORM OF MATCH	SOURCE
\$54,390	IDA Match Funds	Federal HOME Loan Bank-SF

**8.0 SALES PRICE:**

- 8.1 To ensure the homes are affordable for the target income group, the sales price shall be calculated so that each buyer's monthly housing expenses (including principal, interest, property taxes, and home insurance) does not exceed 35% of the buyer's gross monthly household income, unless there are documented compensating factors. In addition, the housing will have an initial purchase price or estimated after rehabilitation that does not exceed 95% of the median purchase price for the area, as described in 24 C.F.R. § 92.254 (a)(2). Refer to Attachment 3 to this Agreement.
- 8.2 The buyer must obtain a mortgage loan with a fixed term and interest rate and lender fees may not exceed 5% of the mortgage amount. The income of the buyer shall be determined according to the requirements at 24 C.F.R. § 92.203.

**9.0 PROGRAM INCOME:**

All proceeds generated from the development activities shall be considered Program Income and subject to the Program Income requirements set forth in HOME Program regulations as defined in 24 C.F.R. § 92. Program Income shall be retained and expended by the City for the acquisition and rehabilitation of additional properties under this Agreement. Program Income shall be tracked by the City and reported to the County with each Request for Reimbursement and at the request of the County.

**10.0 CONVERSION TO RENTAL:**

If the home has not been sold to an eligible homebuyer within nine (9) months after the receipt of a Certificate of Occupancy, then it must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such rental units, according to 24 C.F.R. § 92.254(a)(3). If the vacant property is not converted, then HOME funds must be repaid to the County.

**SECTION 4**  
**COMPENSATION**



**MARICOPA COUNTY**  
**HUMAN SERVICES DEPARTMENT**

**1.0 COMPENSATION**

- 1.1 The City will only utilize HOME funds to pay for eligible activities and costs of those activities permitted in 24 C.F.R. § 92.300 and not specifically prohibited under 24 C.F.R. § 92.214 (Prohibited Activities and Fees).
- 1.2 The City shall be reimbursed utilizing the 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).
- 1.3 Subject to the availability and authorization of funds for the explicit purposes set forth below, the County will compensate for services rendered as indicated in the following Subparagraphs.
- 1.4 The City shall not retain any funds drawn down in excess of immediate cash needs (to be used within 15 days after drawing down) to cover subsequent requests for reimbursement. Any excess funds must be returned to the County within 30 calendar days after receipt. The City also must return to the County any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 calendar days after the funds have been draw down.

**2.0 METHOD OF PAYMENT**

- 2.1 The City agrees to submit reimbursement requests utilizing the approved Reimbursement Request Form to the County, along with the Match Log Certification Form. The City may request funds only after it has satisfied the funding contingencies and federal Environmental Review conditions and has a written agreement in place for Project activities. Requests for reimbursement must be made using the County approved format.
- 2.2 The City 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.
- 2.3 All Program Income funds reported in the Annual Action Plan to be expended on activities outlined in this Agreement must be disbursed before the City requests HOME Entitlement funds from the County.
- 2.4 The County agrees to reimburse the City for actual allowable costs incurred, upon certification of HUD Environmental Release of Funds and submittal by the City of an itemized statement of actual expenditures incurred, supported by appropriate documentation. Reimbursement by the County is not to be construed as final if HUD disallows reimbursement for the Program or activity or any portion thereof. The County shall reimburse the City on a Net 0 payment standard.

**3.0 TIMELINESS**

- 3.1 The City shall submit to the County a Request for Reimbursement of all expenditures within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1st through June 30th. and all Requests for Reimbursement shall be submitted no later than July 30th for the preceding fiscal year.
- 3.2 All requests for reimbursements shall be submitted to:  
[HSDFINANCE@MARICOPA.GOV](mailto:HSDFINANCE@MARICOPA.GOV)

**4.0 FINAL REIMBURSEMENT UPON AGREEMENT TERMINATION**

- 4.1 Prior to termination of this Agreement at the date identified on page 1 of this Agreement, or as may be amended, the City shall submit the final Request for Reimbursement to the County.



- 4.1.1 This request shall be submitted to the County no later than 30 calendar days after the termination date except as noted immediately below.
  - 4.1.1.1 If the termination date is between June 10th and June 30th, then the final reimbursement request shall be submitted by July 10th.
  - 4.1.1.2 The final progress report, and any other required reports that may be applicable shall be submitted with the final reimbursement request.

**SECTION 5**  
**ATTACHMENTS**



**MARICOPA COUNTY**  
**HUMAN SERVICES DEPARTMENT**

## Attachment 1

**Certification for  
a Drug-Free Workplace**U.S. Department of Housing  
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. 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 a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) 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;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

form HUD-50070 (3/98)  
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

## Attachment 2

**Certification of Payments  
to Influence Federal Transactions**

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 03/31/2020)

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the 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 an 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, the undersigned shall complete and submit Standard Form-L.L.L., Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete

form HUD 50071 (01/14)  
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

## Attachment 3

HOME Maximum Per-Unit Subsidy Limits

*Please request updated HOME maximum per unit investment limits from the Maricopa County Housing and Community Development Division on an annual basis, as these limits are adjusted annually by the U.S. Department of Housing & Urban Development (HUD). For current Maricopa HOME Consortium limits, refer to additional Maricopa County Information Bulletins here: <https://www.maricopa.gov/3893/Notices-Documents>. More information can be found here: <https://www.hudexchange.info/resource/2315/home-per-unit-subsidy/>*

HOME Homeownership Value Limits (95% Limits)

Community Housing Development Organizations using HOME funds for homeownership assistance for new housing construction for resale must have an initial purchase price that does not exceed 95% of the median purchase price for Maricopa County, which is **\$375,000** as of July 1, 2021.

*Please request updated HOME Homeownership Value Limits from the Maricopa County Housing and Community Development Division on an annual basis, as these limits are adjusted annually by the U.S. Department of Housing & Urban Development (HUD), or go to either <https://www.maricopa.gov/3893/Notices-Documents> or HUD's website for the updated versions each year.*

## Attachment 4



ADDENDUM TO THE GRANT AGREEMENT  
FOR SERVICES BETWEEN  
MARICOPA COUNTY  
ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT  
AND  
NEWTOWN COMMUNITY DEVELOPMENT CORPORATION  
A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)



ACTIVITY:  
CONTRACT START:  
CONTRACT END DATE:  
CONTRACT NUMBER:  
ACTIVITY FUNDING AMOUNT:

- I. Pursuant to the Agreement in Section 2 (General Conditions) on page 35, 20.1.2, the following properties are hereby identified for purchase:
- II. Remaining terms of the original agreement not amended hereby remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the year and day first above written.

APPROVED BY:  
MARICOPA COUNTY

APPROVED BY:  
Newtown Community Development Corp.  
(Developer)

\_\_\_\_\_  
Chairman, Board of Supervisors      Date

\_\_\_\_\_  
Stephanie Brewer, Executive Director      Date

Attested to:

\_\_\_\_\_  
Clerk, Board of Supervisors      Date

Approved as to form:

\_\_\_\_\_  
Deputy County Attorney      Date