



# CITY OF FLAGSTAFF

## City of Flagstaff Housing Section

# Notice of Funding Availability

## Homeless Shelter and Services

**City of Flagstaff - Housing Section**  
3481 N Fanning Dr, Flagstaff, Arizona  
(928) 213-2749 (phone)  
TTY/TDD (800) 367-8939

Issue Date: September 20, 2023

Response Date: October 10, 2023

Period of Performance: Date of Award to June 30, 2024

Eligible applicants interested in applying are encouraged to read this NOFA thoroughly to understand the Program eligibility and application submission requirements.

Applicants must submit all required information and documents in this application including the attachments found in this funding opportunity.





# CITY OF FLAGSTAFF

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# CITY OF FLAGSTAFF

## Notice of Funding Availability Overview

**Grantor:** City of Flagstaff (the “City”)

**Issue Date:** September 20, 2023

**Response Date:** October 10, 2023

**Anticipated Performance Period:** July 1, 2023 to June 30, 2024

**Contact:** Kristine Pavlik, Housing and Grants Administrator, [Kristine.Pavlik@flagstaffaz.org](mailto:Kristine.Pavlik@flagstaffaz.org)

**Announcement Type:** Notice of Funding Availability (“NOFA”) for Homeless Shelter and Services Funds (“HSSF”)

**Funding Availability Title:** Homeless Shelter and Services

### Funding Availability Description:

Homeless Shelter and Services Funds, made available by the City of Flagstaff with funding from the Arizona Department of Housing (“ADOH”), are for programs that provide shelter and services to unsheltered persons who are experiencing homelessness. The City of Flagstaff (“City”) will prioritize proposals serving unsheltered persons who are impacted by one of the following challenges: the ruling on Freddy Brown, et al. v. City of Phoenix (court decision to clear and clean “The Zone”); the expiration of the Public Health Act (Title 42) as it pertained to the border between Arizona and Mexico; or the closure of sober living homes and residential facilities.

### Anticipated Timeline:

|                                          |                                     |
|------------------------------------------|-------------------------------------|
| <b>NOFA and Application Release</b>      | September 20, 2023                  |
| <b>Application Submission Period</b>     | No later than 4 pm October 10, 2023 |
| <b>Application Review and Evaluation</b> | October 11, 2023 – October 31, 2023 |
| <b>Anticipated Council Approval</b>      | November 7, 2023                    |

### Submission:

The application for Homeless Shelter and Services Funds and all required documents and attachments should be submitted electronically, through the City’s website no later than 4 pm on October 10, 2023. A link to the online portal will be posted at: <https://www.flagstaff.az.gov/4695/Funding-Opportunities>. To submit a proposal, a username and password will be required. Registration can be completed by the applicant. All documents will be submitted utilizing the upload file option and submission fields located at the link above.

### Questions:

Any questions pertaining to this NOFA shall be submitted in writing to Kristine Pavlik, Housing and Grants Administrator via email to [Kristine.Pavlik@flagstaffaz.org](mailto:Kristine.Pavlik@flagstaffaz.org) on or before October 5, 2023. Questions will be answered in writing and posted to the website.



# CITY OF FLAGSTAFF

## Introduction

The City of Flagstaff (the “City”) is pleased to announce a Notice of Funding Availability (“NOFA”) for \$700,000 in Homeless Shelter and Services Funding (“HSSF”). The HSSF grant funds will be allocated in one funding round. Proposal submissions are due Tuesday, October 10, 2023, at 4pm.

## Eligible Applicants and Activities

Entities eligible to apply include nonprofit, tax-exempt 501(c)(3), U.S. organizations, units of state or local government agencies, or federally recognized tribal communities or tribes.

Funding must be used for programs that provide shelter and services to unsheltered persons who are experiencing homelessness. The City will prioritize proposals serving unsheltered persons who are impacted by one of the following challenges: the ruling on Freddy Brown, et al. v. City of Phoenix (court decision to clear and clean “The Zone”); the expiration of the Public Health Act (Title 42) as it pertained to the border between Arizona and Mexico; or the closure of sober living homes and residential facilities. Allowable activities include but are not limited to operating support; motel and hotel vouchers; supportive services; and other quick occupancy housing solutions. Awarded applicants are required to report the number of unsheltered persons served monthly.

## Public Notice

In addition to providing required notification via the City’s publication of record, The Arizona Daily Sun, the City will provide notification to all known interested parties, and to other organizations and individuals currently on the Coconino County Continuum of Care and Housing Section’s e-mail distribution lists. Any individual or organization wishing to be added to the Housing Section’s e-mail distribution list in order to receive future notices of funding opportunities can make such a request by contacting Kristine Pavlik at [kristine.pavlik@flagstaffaz.gov](mailto:kristine.pavlik@flagstaffaz.gov).

A copy of this NOFA will be posted to the Housing Section website at: <https://www.flagstaff.az.gov/4695/Funding-Opportunities>. Failure of the City to notify any interested party or parties directly regarding the availability of these funds shall not void or otherwise invalidate the NOFA process.

## Questions from Applicants and Response by the City

Inquiries regarding the content of this NOFA must be submitted to the City in writing, no later than the date and time indicated in the Anticipated Timeline section. Questions received after this date and time will not be answered. Questions must be submitted electronically to the contact person identified in the Contact Section of this NOFA. The City will provide a written response to each question received no later than the date indicated in the Anticipated Timeline section of the NOFA, and, as applicable, will issue any resulting amendments to this NOFA. A response will be provided electronically via email to the applicant, and simultaneously to any other interested parties who have provided the City with a valid email address. Responses will also be posted on the City of Flagstaff Housing Section webpage located at: <https://www.flagstaff.az.gov/4695/Funding-Opportunities>.



# CITY OF FLAGSTAFF

## Application Threshold Review

Applications submitted that are not responsive to the requirements of the NOFA are unacceptable and shall not be considered. Unacceptable applications are those that are subject to the following shortcoming:

- Does **not** meet the deadline for submittal nor the threshold requirements.

City staff will review applications to ensure the minimum eligibility requirements are met. All applications that meet the minimum threshold will be presented to the Ranking Committee, which will evaluate all acceptable applications and make funding recommendations.

## Availability of Funds

The City has made available funds from the Arizona Department of Housing Homeless Shelter and Services Funds.

| <b>PROGRAM</b>                      | <b>Anticipated Funding</b> |
|-------------------------------------|----------------------------|
| Homeless Shelter and Services Funds | \$ 700,000.00              |

At its discretion, the City reserves the right to adjust the source and amounts of funding in this NOFA.

## Anticipated Timeline

The following anticipated timeline is subject to change, at the discretion of the City:

- September 19, 2023:** Public Notice of the NOFA is published in the Arizona Daily Sun
- September 20, 2023:** Notification of Funding Availability issued to known interested parties and posted on the City of Flagstaff Housing Section website at: <https://www.flagstaff.az.gov/2467/Affordable-Housing>
- October 5, 2023:** Questions from prospective applicants are due via email no later than 4:00 p.m. City staff cannot answer any questions as it relates to this NOFA after this time. Please see Questions from Applicants and Response by the City section of the NOFA for additional information.
- October 6, 2023:** The City's written response to each question submitted will be sent to all known prospective applicants for whom the City has a valid e-mail address. The responses will also be posted on the City of Flagstaff Housing Section website at: <https://www.flagstaff.az.gov/2467/Affordable-Housing>
- October 10, 2023:** **Application submission deadline. Applications must be digitally submitted to the City no later than 4:00 p.m.**
- November 7, 2023:** Expected date for City Council Grant Agreement Approval



# CITY OF FLAGSTAFF

## Submittal Due Date and Instructions for Application Submittal

The application materials can be downloaded at the City of Flagstaff Housing Section webpage located at: <https://www.flagstaff.az.gov/4695/Funding-Opportunities>.

### The complete NOFA and Application includes:

1. Notice of Funding Availability
2. Attachment A: Applicant and Program Information
3. Attachment B: Narrative Questions
4. Attachment C: Schedule of Completion Template
5. Attachment D: Budget Template
6. Attachment E: Ranking Form and Evaluation Criteria
7. Attachment F: Sample Agreement, Grant Provision and Reporting Documents

### A completed application submission will include the following:

1. Attachment A: Applicant and Program Information Form **Signed** with attached Authorization to Request Funds/Authorized Signature Authority
2. Attachment B: Completed Program Narrative Questions
3. Attachment C: Completed Schedule of Completion
4. Attachment D: Completed Budget

## Electronic Submission

Application and required attachments must be submitted electronically, through the City's website by 4 pm on October 10, 2023. A link to the online portal will be posted at: <https://www.flagstaff.az.gov/4372/Housing-Section>.

To submit, a username and password will be required. Registration can be completed by the applicant. Applications should be submitted in .pdf and .doc format utilizing the upload file option and submission fields located at the link above.

The application and its attachments should be uploaded as follows (referencing the submission format outlined above):

1. Applicant and Program Information and Authorization (.pdf) (Attachment A)
2. Program Narrative Questions (.doc) (Attachment B)
3. Schedule of Completion (.doc) (Attachment C)
4. Budget (.doc) (Attachment D)
5. Financial Audit and Management Letter (.pdf)

## Access to Referenced Documents

This document contains active hyperlinks. Prospective applicants who are unable to access the Internet may request copies of the documents referenced in this NOFA by contacting Kristine Pavlik by email: [kristine.pavlik@flagstaffaz.gov](mailto:kristine.pavlik@flagstaffaz.gov) or by phone: (928) 213-2749, (800) 367-8939 (TTY/TTD) or 711 (TRS). All documents will be available on the City of Flagstaff Housing Section webpage located at: <https://www.flagstaff.az.gov/4695/Funding-Opportunities>.



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## **Ownership of Material**

Responses, applications, and other materials submitted in response to this request become the property of the City, are documents of public record, and will not be returned. By applying, applicants acknowledge and agree that they and/or their organization claim no proprietary rights to the ideas or approaches contained in the applications.

## **Requests for Reasonable Accommodation**

The City of Flagstaff Housing Section will provide reasonable accommodation to allow for equal participation in the NOFA application process. To request a reasonable accommodation, please contact Kristine Pavlik: email [kristine.pavlik@flagstaffaz.gov](mailto:kristine.pavlik@flagstaffaz.gov) or call (928) 213-2749, (800) 367-8939 (TTY/TTD) or 711 (TRS). This document will be provided in alternate formats, upon request.

## **Acceptance of Terms and Conditions**

By submitting a response to this NOFA, the applicant acknowledges and accepts all terms and conditions of this request and all City, State and Federal regulations and requirements related to the delivery of the eligible activities. If the applicant is awarded a contract, the applicant's application will become part of the contract agreement. The applicant is bound by the terms of the application unless the City agrees that specific parts of the application are not part of the agreement. The City reserves the right to introduce different or additional terms and/or conditions during final contract negotiations. Applicants will be required to enter into a formal written agreement with the City of Flagstaff.

## **City of Flagstaff Sub-Grant Agreement – Insurance Requirements**

The applicant, and any of its sub-contractors, shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the applicant, its agents, representatives, employees, or sub-contractors, until all of their obligations have been discharged, including satisfaction of any warranty periods under this Agreement. The insurance requirements outlined in Attachment F are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in the Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the applicant from liabilities that might arise out of the performance of the work under this Agreement by the applicant, its agents, representatives, employees, or sub-contractors, and the applicant is free to purchase additional insurance as may be determined necessary.

## **Application Costs and Payment of Contingent Fees**

The City is not liable for any costs incurred by an applicant prior to the issuance of a contract. All costs incurred in response to this NOFA are the responsibility of the applicant, including travel costs to attend workshops, presentations, public meetings, and/or contract negotiation sessions. In the event the applicant's application was developed with the assistance of other individuals (i.e., non-employees) and/or organizations, the applicant understands and agrees that no contingent fees will be paid under any resulting award.



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## Commitment to Fair Housing and Racial Equity

To address equitable access to housing, the City will take meaningful actions to combat discrimination, overcome patterns of segregation, and foster inclusive communities free from barriers that restrict access to opportunity. The City is committed to taking meaningful actions to address housing disparities, including replacing segregated living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws.

## Limited English Proficiency

The City of Flagstaff Housing Section (“CFHS”) is a recipient of federal funds, and therefore required to comply with Executive Order 13166. On August 11, 2000, **Executive Order 13166** was implemented to clarify existing Title VI responsibilities for entities that receive federal funds. The goal of the order is to improve access to federal programs and activities for persons who have Limited English Proficiency (“LEP”) due to their national origin and may be limited in their ability to speak, read, write, or understand the English language.

CFHS is committed to reducing barriers and ensuring equal opportunity for all persons who apply for any program or activity administered by the section. **Title VI, 42 U.S.C. § 2000d, of the 1964 Civil Rights Act** specifies that “No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

As an entitlement community receiving an annual allocation of Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development (HUD), Executive Order 13166 applies to all CFHS programs and activities as well as community partners receiving grant funds. The CFHS Limited English Proficiency Language Access Plan can be found on the [City of Flagstaff webpage](#).

## Right to Reject or Negotiate

The City reserves the right to reject any or all applications if such a rejection is in the City's best interest. This NOFA is a solicitation for applicants and shall not be construed as an offer, a guarantee, or a promise that the solicited services will be purchased by the City. The City may withdraw this NOFA at any time and for any reason without liability to applicants for damages, including, but not limited to, bid preparation costs.

Additionally, the City reserves the right to negotiate with selected applicants and may request additional information or modification from an applicant. When deemed advisable, and before a contract is issued, the City reserves the right to arrange an on-site visit/review to determine the applicant's ability to meet the terms and conditions described in this NOFA.





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## Contract Awards and Notification to Selected Applicants

Contracts become effective after approval by the Flagstaff City Council and on the date signed by the City Manager or his/her representative. Notifications of funding award decisions will be provided electronically to the applicant's current e-mail address on record on the dates indicated in the Anticipated Timeline.

## Cancellation of Application

The City reserves the right, with or without cause, to cancel any contract resulting from this NOFA with a thirty-calendar day written notice sent by certified mail, return receipt requested, to the applicant's address of record, as indicated on the applicant's application to this NOFA (or last known address on file).

## Contact

Kristine Pavlik, Housing and Grants Administrator  
**City of Flagstaff – Housing Section**  
3481 N Fanning Dr, Flagstaff, Arizona  
(928) 213-2749 (phone)  
TTY/TDD (800) 367-8939  
[Kristine.pavlik@flagstaffaz.gov](mailto:Kristine.pavlik@flagstaffaz.gov)





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## Attachment A – Applicant Information

**Applicant (Organization's Legal Name):**

**Executive Director/CEO/Etc. Name, Phone and Email:**

**Program Manager Name, Phone and Email:**

**Mailing Address:**

**Physical Address:**

**Is the applicant a 501 (c) 3 non-profit organization, for-profit entity, developer, business, government entity or other (please explain)?**

**Federal EIN/TIN #:**

**Unique Entity ID:**

**Registered in the Federal System for Award Management (SAM)?** YES / NO

**Participating member of the Coconino County Continuum of Care?** YES / NO

**Funding Request:**

\$

**Total Program Cost:**

\$

**Program Name:**

*Example: Homeless Support Services*





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**Brief Description of Program (2-3 sentences):**

*Example: Housing Help, Inc will provide emergency shelter, motel vouchers and supportive services including transportation to individuals experiencing homelessness and displaced by the close of sober living homes and residential facilities.*

**If the program already exists, explain how funding creates an increase in services?**

*Example: Funds will be used to hire 1 additional case work and serve 500 additional, unduplicated clients for 1 year.*

**Beneficiary Description:**

*Example: Low-income households – 60% AMI and below*

**Proposed Outcomes:**

*Example: Number of shelter nights provided*

**AUTHORIZED SIGNATURE OF APPLICANT:**

The signatory declares that he/she is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the organization in financial matters, and will assure that any funds received as a result of this application are used for the purposes set forth herein and the organization will comply with all contractual obligations.

**Name and Title****Organization****Signature****Date****Please attach:****Authorization to Request Funds/Authorized Signature Authority**

Documentation of formal authorization from applicant to request Local Recovery Funds and documentation of authorized signature authority (e.g., bylaws, official resolution, or a copy of the minutes of the meeting in which an action was taken)



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## Attachment B – Program Narrative Questions

Each proposal must include responses to the questions below. Proposal information should be presented in narrative form but may include tables or graphics to convey pertinent information.

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### Applicant Information (20 points)

**1. (10 points)**

Please provide a description of the applicant entity, including a brief history, mission statement, and an overview of programs and services provided. Explain why the applicant is qualified to provide the proposed services or undertake the proposed program.

**2. (5 points)**

Describe how the entity collects and maintains data, measures activities versus outcomes and how data is used for program planning, evaluation, and improvement.

**3. (5 points)**

Is the applicant participating in the Front Door of Coconino County and/or a participating member of the Continuum of Care? To what extent does the applicant participate? An MOU with or letter from the CoC confirming entity participation is required.

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### Proposed Program (50 points)

**1. (15 points)**

Describe how the proposed program will provide shelter and/or services to unsheltered persons who are experiencing homelessness.

Highlight any shelter or service programs designed to serve persons impacted by the ruling on *Freddy Brown, et al. v. City of Phoenix* (court decision to clear and clean The Zone); the expiration of the Public Health Act (Title 42) as it pertained to the border between Arizona and Mexico; or the closure of sober living homes and residential facilities.

The description should also include program specifics such as the requested funding amount, program start date, program end date (if applicable), and anticipated number of persons served during the period of performance.

**2. (15 points)**

Describe the proposed beneficiaries the program will serve. Include local statistics/data or other information to demonstrate the need for this program. Provide information regarding performance metrics- identify and list specific measures that will be reported to demonstrate the impact of this funding. Example: Number of individuals served, shelter nights provided, move in assistance, etc. evaluation, including how the program evaluates services and the impact on clients.



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3. **(10 points)**

Provide information about the timeline for program implementation and expenditure of funds. Keep in mind all funds need to be expended by June 30, 2024. This narrative should align with the timeline provided in Attachment C.

4. **(10 points)**

Provide budget details including a line-item budget for the program that includes the following categories as applicable: personnel, fringe benefits, administration, supplies, equipment, nightly stays, and other. This narrative should align with the budget provided in Attachment D.

---

## **Fiscal Management and Applicant Capacity (20 points)**

1. **(10 points)**

What is the applicant's current annual operating budget? Does the applicant undergo an annual audit? Please attach the applicant's audit and financial statement from the most recent fiscal year.

2. **(10 points)**

Briefly describe the applicant's history and realistic capacity for administering these funds. Has the applicant received City of Flagstaff funding in the past?

---

## **General Criteria (10 points)**

These questions are included for your information. Do not include answers to these questions in your submitted application.

1. **(5 points)**

How realistic is the 12-month Schedule of Completion? How realistic is the program budget and is the program cost effective? Was the correct format used?

2. **(5 points)**

Has the applicant exhibited competence in preparing the application? Are the applicants answers complete, thorough, well-written, correct grammar, easy to follow format, etc.

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## **Unscored Questions**

1. What is the minimum amount of funding needed for the program to proceed?
2. Is there any other information you would like the Ranking Committee to know about your program or organization that is not already covered?



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## Attachment C – Schedule of Completion Template

[Click to Download Schedule of Completion Template](#)

### Schedule of Completion (Example)

|                                                             |                                              |                                                  |     |     |     |     |     |     |     |     |      |      |      |      |
|-------------------------------------------------------------|----------------------------------------------|--------------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|------|------|------|------|
| Project Schedule                                            |                                              |                                                  |     |     |     |     |     |     |     |     |      |      |      |      |
| City of Flagstaff                                           |                                              |                                                  |     |     |     |     |     |     |     |     |      |      |      |      |
| Project Description: Flagstaff Homebuyer Assistance Program |                                              |                                                  |     |     |     |     |     |     |     |     |      |      |      |      |
| Implementing Agency:                                        |                                              |                                                  |     |     |     |     |     |     |     |     |      |      |      |      |
| Project Number:                                             |                                              |                                                  |     |     |     |     |     |     |     |     |      |      |      |      |
| Persons Served: 9                                           |                                              |                                                  |     |     |     |     |     |     |     |     |      |      |      |      |
| Date Submitted: 10/9/2007                                   |                                              |                                                  |     |     |     |     |     |     |     |     |      |      |      |      |
| Action Items:                                               |                                              |                                                  |     |     |     |     |     |     |     |     |      |      |      |      |
| Item Description                                            |                                              | YEAR 1st month begins with the Notice To Proceed |     |     |     |     |     |     |     |     |      |      |      |      |
|                                                             |                                              | 1st                                              | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th | 12th | 13th |
| 1                                                           | Homebuyer Education Workshop                 |                                                  |     |     |     |     |     |     |     |     |      |      |      |      |
| 2                                                           | Counsel/Prepare Homebuyers                   |                                                  |     |     |     |     |     |     |     |     |      |      |      |      |
| 3                                                           | Conduct Outreach and Marketing               |                                                  |     |     |     |     |     |     |     |     |      |      |      |      |
| 4                                                           | Assist Buyers in Location Affordable Housing |                                                  |     |     |     |     |     |     |     |     |      |      |      |      |
| 5                                                           | Process Applications                         |                                                  |     |     |     |     |     |     |     |     |      |      |      |      |
| 6                                                           | Approve and Fund Loans                       |                                                  |     |     |     |     |     |     |     |     |      |      |      |      |
| 7                                                           | Monthly CDBG Reporting                       |                                                  |     |     |     |     |     |     |     |     |      |      |      |      |
| 8                                                           | Close Loans                                  |                                                  |     |     |     |     |     |     |     |     |      |      |      |      |
| 9                                                           | Contract Monitoring and Close Out            |                                                  |     |     |     |     |     |     |     |     |      |      |      |      |

### Schedule of Completion Narrative (Refer to Attachment B)



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## Attachment D – Budget Template

[Click to Download Program Budget Template](#)

### **Budget (Example)**

| <b>Project Budget</b>                                       |                                                                                                       |              |               |               |          |               |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|--------------|---------------|---------------|----------|---------------|
| City of Flagstaff                                           |                                                                                                       |              |               |               |          |               |
| Community Development Block Grant (CDBG) Program            |                                                                                                       |              |               |               |          |               |
| Project Description: Flagstaff Homebuyer Assistance Program |                                                                                                       |              |               |               |          |               |
| Implementing Agency:                                        |                                                                                                       |              |               |               |          |               |
| Project No.:                                                |                                                                                                       |              |               |               |          |               |
| Date: 1/10/13                                               |                                                                                                       |              |               |               |          |               |
| Persons Served: 6                                           |                                                                                                       |              |               |               |          |               |
| Item and                                                    |                                                                                                       | SOURCE 1     | SOURCE 2      | SOURCE 3      | SOURCE 4 | PROJECT       |
| Activity                                                    | Item / Activity Description                                                                           | CDBG         | FUNDING       | FINANCING     | IN-KIND  | TOTALS        |
| 1                                                           | <b>Down Payment and Closing Cost Loans</b>                                                            |              |               |               |          | \$ 140,200.00 |
| A                                                           | Loan Principal                                                                                        | \$ 70,200.00 | \$ 70,000.00  |               |          |               |
| 2                                                           | <b>Homebuyer Assistance Services</b>                                                                  |              |               |               |          | \$ 72,190.00  |
| A                                                           | Housing Staff Salary                                                                                  | \$ 20,190.00 | \$ 52,000.00  |               |          |               |
| 3                                                           | <b>Program Related Expenses</b>                                                                       |              |               |               |          | \$ 2,265.00   |
| A                                                           | Office Supplies                                                                                       | \$ 600.00    | \$ 950.00     |               |          |               |
| B                                                           | Telephone                                                                                             | \$ 180.00    | \$ 250.00     |               |          |               |
| C                                                           | Postage                                                                                               | \$ 110.00    | \$ 175.00     |               |          |               |
| 4                                                           | <b>Professional Services</b>                                                                          |              |               |               |          | \$ 600.00     |
| A                                                           | Audit                                                                                                 | \$ 80.00     | \$ 520.00     |               |          |               |
| 5                                                           | <b>Administration</b>                                                                                 |              |               |               |          | \$ 12,232.00  |
| A                                                           | Director Oversight                                                                                    | \$ 1,700.00  | \$ 3,640.00   |               |          |               |
| B                                                           | Agency Indirect (Per Health & Human Services approval of 8.9% salaries and ERE) (Includes accounting) | \$ 1,940.00  | \$ 4,952.00   |               |          |               |
| 6                                                           | <b>Leveraged Funding Sources</b>                                                                      |              |               |               |          | \$ 518,000.00 |
| A                                                           | Mortgage Financing                                                                                    |              |               | \$ 518,000.00 |          |               |
| <b>CDBG Totals</b>                                          |                                                                                                       | \$ 95,000.00 |               |               |          |               |
| <b>Totals</b>                                               |                                                                                                       |              | \$ 132,487.00 | \$ 518,000.00 | \$ -     | \$ 745,487.00 |

\*\*\*NOTE\*\*\*

Identify all funding sources for this project separating CDBG from other sources. Assign dollar amounts for any in-kind contributions. Provide narratives about what the CDBG funds will be used for.

For financial leverage to be counted, include letters of award from other funding sources (including in-kind) AND make sure that the letters match the budget amounts outlined in the budget. Make sure that the leverage is for the same program year you are applying for.

### **Budget Narrative (Refer to Attachment B)**



# CITY OF FLAGSTAFF

**FOR CITY STAFF / RANKING COMMITTEE USE ONLY**

## **Attachment E – Ranking Form and Evaluation Criteria**

City staff and the Ranking Committee will use this form to evaluate proposals. Consideration is given to past performance of the submitting applicant.

**Applicant (Organization's Legal Name):**

**Program Name:**

**Funding Request:**

**Total Program Cost:**

**Does the application meet the threshold criteria for review? YES/NO**

**If not, please explain:**

**Total Score:**

**Points Possible: 100**

**Comments:**

**Evaluator Name and Title:** \_\_\_\_\_

**Evaluator Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_





# CITY OF FLAGSTAFF

## Applicant Information (20 points)

1. Does the applicant provide an overview of the entity and provide evidence demonstrating a history of and experience carrying out similar programs?

(Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very much)

Comments (required for scores 5 and under):

---

2. How well does the answer explain how the entity collects data and measures outcomes?

(Not at all) 0 1 2 3 4 5 (Very much)

Comments (required for scores 2 and under):

---

3. Is the applicant participating in the Front Door of Coconino County and/or a participating member of the Continuum of Care? Is evidence included?

(No) 0 5 (Yes)

---

## Proposed Program (50 points)

1. How well does the answer provide a detailed description of the program? Does the description include program specifics as well as highlight how the program might serve persons impacted by the ruling on Freddy Brown, et al. v. City of Phoenix (court decision to clear and clean The Zone); the expiration of the Public Health Act (Title 42) as it pertained to the border between Arizona and Mexico; or the closure of sober living homes and residential facilities?

(Not at all) 0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 (Very much)

Comments (required for scores 5 and under):

---

2. How well does the answer justify the local need for the proposed program? Does the answer provide a clear description of the proposed beneficiaries and performance metrics?

(Not at all) 0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 (Very much)

Comments (required for scores 5 and under):

---



# CITY OF FLAGSTAFF

3. Does Attachment C (Schedule of Completion) include a narrative summary describing the expenditure of funds and the predicted progress of the proposed schedule?

(Not at all) 0 1 2 3 4 5 (Very much)

Comments (required for scores 2 and under):

---

4. Does Attachment D (Budget) include a comprehensive budget for this proposed Program? Is a narrative summary describing exactly what Local Recovery Funds will pay for included?

(Not at all) 0 1 2 3 4 5 (Very much)

Comments (required for scores 2 and under):

---

## Fiscal Management and Applicant Capacity (20 points)

1. Does the applicant demonstrate a history and realistic capacity for administering these funds and undertaking this Program?

(Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very much)

Comments (required for scores 5 and under):

---

2. Has the applicant received City of Flagstaff funding in the past? Is the Applicant in good standing to receive federal and/or another City of Flagstaff funding?

(Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very much)

Comments (required for scores 5 and under)

---

## General Criteria (10 points)

1. How realistic is the schedule of completion? Was the correct format used in creating the schedule? How realistic is the program budget and is the program cost effective? Was the correct format used?

(Not at all) 0 1 2 3 4 5 (Very)

Comments (required for scores 2 and under):

---

2. Has the applicant exhibited competence in preparing the application? Are the applicant's answers complete, thorough, well-written, correct grammar, easy to follow format, etc.

(Not at all) 0 1 2 3 4 5 (Very)

Comments (required for scores 2 and under):



# CITY OF FLAGSTAFF

## Attachment F – Sample Agreement and Reporting Documents

AGREEMENT BETWEEN THE CITY OF FLAGSTAFF  
and  
**AGENCY**  
for the  
**PROJECT**

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Flagstaff, a municipal corporation (the "City"), and **AGENCY**, an Arizona nonprofit corporation with offices at **FULL ADDRESS** (the "Agency" or "Subrecipient").

RECITALS

- A. Reserved
- B. Reserved
- C. Reserved
- D. Reserved

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

1 AGENCY'S SCOPE OF SERVICES

- 1.1 Scope of Services. Agency agrees to be a subrecipient of the HSSF funds and complete the Project as described in the Special Conditions of the Agreement attached as Exhibit A and incorporated by reference into this Agreement in a manner that is satisfactory to the City. The term "Program" as used in this Agreement means **NAME OF PROGRAM** project. **AGENCY** (the "Agency") **PROGRAM** (the "Project") will provide services as set forth in detail in its February 22nd, 2022 proposal submitted in response to the City of Flagstaff Program Year 2022 HSSF Notice of Funding Available, hereby incorporated by reference, and as described herein. The Agency will utilize HSSF dollars for **SCOPE OF WORK**. The term "low and moderate-income" shall be defined as households earning equal to or below eighty percent (80%) of the most current HUD Area Median Income adjusted for family size for the area as defined in Section 102 of the Housing and Community Development Act of 1974, as amended.
- 1.2 Changes in Scope of Services. No change(s) shall be made to the Scope of Services except by written Agreement amendment. To obtain an Agreement amendment, Agency must submit a revised Scope of Services with a written request for authorization for a Scope of Services amendment. If authorized, an Agreement amendment must be approved by the City Council, and executed by duly authorized signatories, before the amendment will become effective.

## 2 AMOUNT AND NATURE OF ASSISTANCE BY CITY

- 2.1 Agreement Amount. Subject to all of the terms, covenants and conditions of this Agreement, the City will enter into an Agreement with the Agency for a subaward amount not to exceed (\$ ) in HSSF funds for the services described in Exhibit A. The City shall serve as the fiscal agent for the CDBG grants. Agency agrees to be responsible for all sums in excess of this amount necessary to complete the Project. The Subrecipient agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Agency shall not use the funds received from the City in any other manner except as provided in this Agreement. Wrongful expenditure of funds will constitute a breach of this Agreement and the City shall have the right to terminate this Agreement under the terms and conditions specified in this Agreement.

### 2.1.1. The City shall:

Clearly identify every subaward to the Agency as a subaward and include the following information at the time of the subaward and include any changes in subsequent subaward modifications. When the information is not available, the City must provide the best information available to describe the Federal award and subaward:

- A) Federal Award Identification;
  - (1) Recipient name (which must match the name associated with its unique entity identifier as defined at 2 CFR 25.315).
  - (2) Recipient's unique entity identifier;
  - (3) Unique Federal Award Identification Number (FAIN);
  - (4) Federal Award Date (see Federal award date in § 200.201);
  - (5) Period of Performance Start and End Date;
  - (6) Budget Period Start and End Date;
  - (7) Amount of Federal Funds Obligated by this action;
  - (8) Total Amount of Federal Funds Obligated;
  - (9) Total Approved Cost Sharing or Matching, where applicable;
  - (10) Total Amount of the Federal Award including approved Cost Sharing or Matching;
  - (11) Budget Approved by the Federal Awarding Agency;
  - (12) Federal award description, (to comply with statutory requirements (e.g., FFATA));
  - (13) Name of Federal awarding agency and contact information for awarding official,
  - (14) Assistance Listings Number and Title;

(15) Identification of whether the award is R&D; and

(16) Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414).

- B) Any additional requirements that the pass-through entity imposes on the Subrecipient. In order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.
- C) Any approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the Subrecipient or a de minimis indirect cost rate as defined in the CFR.
- D) A requirement that that Subrecipient permit the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 CFR §200.331, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F- Audit Requirements: and
- E) Appropriate terms and conditions concerning closeout of the subaward.

- 2.2 Payments. Payment by the City to the Agency shall be made on both reimbursement basis and an advance basis. Funds for services and other expenses related to the administration of the Project will be provided on a reimbursement basis. Reimbursement may be requested as frequently as monthly, but not less than quarterly. Reimbursement will be paid in dollar amounts approved by the City for work complete. To request advances and reimbursements, Agency shall submit a Request for Payment and Disbursement Form, which is attached as Exhibit B and incorporated by reference in this Agreement. The Agency must submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL and include a copy of the Property Control Form. All reports shall be submitted to the contact person as described in Section 23.3 of this Agreement. All payment requests must be submitted by line item and activity in conformance with the Budget attached as Exhibit C and incorporated by reference in this Agreement. All claims against this Agreement shall be made only for expenses incurred within the Agreement time period defined in Section 4. Final payment invoices must be received no later than sixty (60) days after completion of the scope of work or Agreement time period, whichever comes first. No payments shall be made on invoices received after that date.
- 2.3 Changes in Budget. Agency's variances from the Budget require a budget amendment. To obtain a budget amendment, Agency must submit a new budget to the City with a written request for authorization for a budget amendment. The City Housing Director or her designee is authorized to approve budget amendments as long as the amendment does not increase the total budget of the Project.
- 2.4 Program Income. The Agency shall retain program income, defined per 24 C.F.R. 570.500(a), generated from the total or partial use of CDBG funds. Program income shall only be used for activities allowed under this Agreement and listed in the Budget and the terms of this Agreement shall apply to the use of the program income. Agency shall report program income in the Request for Payment and Disbursement Form within thirty (30) day of receipt. Request for Payment disbursements shall be reduced by the amount of program income received by the Agency thereby reducing the amount of CDBG funds disbursed by the City for this Agreement. All program income that has not been expended by the time this Agreement expires or received after this Agreement has expired shall be returned to the City.
- 2.5 Indirect Costs. If indirect costs are charged, the Agency will develop an indirect cost allocation plan for determining the appropriate Agency's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.
- 2.6 Travel. The Agency shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

### 3 CERTIFICATION OF COMPLETION

Upon satisfactory completion of the Close-Out Report and submission of all required documentation, the City shall provide the Agency with a letter that certifies completion. The certification is conclusive determination that the Agency has satisfactorily completed its contractual obligations. The City shall not unreasonably withhold such certification.



## 4 AGREEMENT REQUIREMENTS

- 4.1 Agreement Administration. The Agency has obtained official authorization from its governing body in the form of a resolution, motion, or similar action authorizing the person identified in Section 25 to administer this Agreement and perform the required duties for the administration of this Agreement. Such authorization is attached as Exhibit D and incorporated by reference in this Agreement.
- 4.2 Agreement Commencement, Completion and Renewal. Specific authorization to proceed with the work described in the Scope of Work will be provided by the City in the form of a Notice to Proceed within reasonable time after the effective date of this Agreement. The Agency cannot request reimbursement without such authorization. The Agency agrees to complete the Project by three hundred sixty-five (365) days from the Issuance of the Notice to Proceed per the Schedule of Completion attached as Exhibit E and incorporated by reference in this Agreement. This Agreement may be renewed in writing for a time period not to exceed three hundred sixty-five (365) days at the City's discretion. The Housing Director may execute the written agreement to renew without further City Council action. Notwithstanding any other language in this Agreement, this Agreement shall remain in effect during any period that the Agency has control over CDBG funds, including program income.
- 4.3 Agreement Extension. No payments will be made to the Agency for cost incurred after the Agreement time period. To obtain a time extension, Agency must submit a new Schedule of Completion to the City with a written request for authorization for an Agreement time extension. The City, through the Housing Director or her designee, will respond to such written request within ten (10) business days.

## 5 ADMINISTRATIVE REQUIREMENTS

- 5.1 Accounting. The Agency shall comply with the requirements and standards of OMB and guidance in subparts A through F of 2 CFR 200, and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Agency's financial management system shall include, at a minimum, accurate, current, and complete disclosures of the grant program; records which adequately identify the source and application of funds provided for financially assisted activities; effective control over and accountability for grant cash, real and personal property, and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation. The Agency shall maintain funds received under this Agreement in separate ledger accounts and not mix funds with other sources; manage funds according to applicable Federal regulations for administrative requirements, cost principles, and audits; and maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are: Financial Managements, Procurement, Personnel, Property and Travel. A system is adequate if it is written, followed consistently (it applies to similar items), and consistently applied (it applies to all sources of funds).

- 5.2 Procurement. The Agency shall procure all materials, property, or services in accordance with the requirements of OMB guidance in subparts A through F of 2 CFR Part 200, Subpart D Procurement Standards and the standards set forth in 24 C.F.R. Part 85.36 except with respect to price limits. Agency procurement outreach and documentation shall be governed by the price limits set forth in the City of Flagstaff Procurement Manual, notwithstanding OMB Circular A-110 and 24 C.F.R. Part 85.36. All procurement undertakings must use best efforts to afford Minority and Women Owned Business Enterprises The maximum practicable opportunity to participate in the performance of this agreement. The Agency shall maintain an inventory of all equipment, furniture, and non-expendable personal property purchased with CDBG funds.
- 5.3 Internal Controls. The City will evaluate the Agency to determine if there is a risk that the Agency will not comply with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate Subrecipient monitoring including the factors listed in 2 CFR §200.331(b)(1-4). The Agency will operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. Agency financial policies and lines of authority shall be reviewed during monitoring visits defined in Section 5.4.
- 5.4 Monitoring. The City shall monitor the CDBG Grants, including reviewing financial and programmatic reports provided by the Agency. The City shall follow-up and ensure that the Agency takes timely and appropriate action on all deficiencies pertaining to the Federal award detected through audits, on-site reviews, and other means. The City shall issue a management decision for audit findings pertaining to the CDBG grants provided to the Agency from the City as required by 2 CFR §200.521 Management decision. The Agency agrees to cooperate and provide all information necessary for the City to monitor the Agency periodically to ensure compliance with this Agreement, compliance with federal regulations and laws, fiscal responsibility, adequate performance, and any other item of concern relating to the use of HSSF funds and the provisions defined in this Agreement, including by permitting the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 CFR §200.331, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F- Audit Requirements. The monitoring will take the form of at least one site visit of Agency's place of business and/or construction site and other various requests for information. During the term of this Agreement, the Agency shall be monitored periodically by the City, both programmatically and financially, to ensure that the program's goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria, are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance, and administrative issues relative to each program, and will identify areas where technical assistance and other support may be needed. All on-site monitoring shall take place during normal business hours, upon advance written notice, on dates and at times as mutually agreed upon by the Agency and the City.

- 5.5 Documentation and Record-Keeping. The Agency shall maintain all records required by the Federal Regulations specified in 24 C.F.R. Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
- 5.5.1 Records providing a full description of each activity undertaken;
  - 5.5.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the HSSF program;
  - 5.5.3 Records required to determine the eligibility of activities;
  - 5.5.4 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HSSF assistance;
  - 5.5.5 Records documenting compliance with the fair housing and equal opportunity components of the HSSF program, including, but not limited to, data on the racial, ethnic, and gender characteristics of persons who are applicants, participants, or beneficiaries of the HSSF Program;
  - 5.5.6 Financial records as required by 24 C.F.R. Part 570.502;
  - 5.5.7 Other records necessary to document compliance with Subpart K of 24 C.F.R. 570; and
  - 5.5.8 Records as required to comply with the requirements of the Community Planning and Development Outcome Performance Measurement System as published in the Federal Register on March 7, 2006 and associated HUD guidance.
- 5.6 Records Retention. The Agency will retain all records pursuant to the City's record retention policy and Federal requirements, whichever period is longer. Records must be retained longer if any litigation, claim, or audit is started before the expiration of the record retention period. Other extensions to the record retention period may apply as specified in 2 CFR §200.333.
- 5.7 Client Data. The Agency shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, ethnicity, gender characteristics, special needs, family size, elderly status, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.
- 5.8 Disclosure. The Agency 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 City's or Agency's responsibilities with respect to services provided under this Agreement, is prohibited by Arizona State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.
- 5.9 Property Records. The Agency shall maintain real property inventory records that clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 C.F.R. Parts 570.503(b)(7), as applicable, or the City must be reimbursed in accordance with this

regulation.

- 5.10 Audits and Inspections. All Agency records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees, or the Federal Government (including but not limited to HUD, the Comptroller General of the United States, or any of their duly authorized representatives), unless otherwise protected by law, at any time during normal business hours, as often as the City or grantor agency deems necessary until all required records are turned over to the City of Flagstaff to audit, examine, and make excerpts or transcripts of all relevant data, provided. Any deficiencies noted in audit reports must be fully cleared by the Agency within thirty (30) days after receipt by the Agency. Failure of the Agency to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Agency agrees to have an annual Agency financial audit conducted in accordance with current City policy and, as applicable, subject to the Single Audit act of 1984 and all relevant OMB guidance including 2 CFR 200, Subpart F, or the related HSSF provisions as specified in 24 C.F.R. 570.502(b). The Agency will conduct an annual audit conducted in accordance with 2 CFR 200, Subpart F, if the Agency expends more than seven hundred fifty thousand dollars (\$750,000) from Federal awards, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156). If the Agency has expended more than seven hundred fifty thousand dollars (\$750,000) in Federal funds, a copy of the Agency's audit report for the previous fiscal year must be submitted to the City for review within thirty (30) days of signing this Agreement.
- 5.11 Monthly Reports to City. During the entire Agreement period, the Agency shall prepare and submit to the City by the second (2nd) Friday of each month a Monthly Performance Report, a form for which is attached as Exhibit F and incorporated by reference in this Agreement. If the scope of the Project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the month in which the Project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the Project as deemed necessary by the City. Notwithstanding anything to the contrary, the Agency shall not be required to provide any of the Agency's confidential or proprietary information in reports provided to the City, including without limitation, any information regarding research collaborators, research plans or any data, results or other information resulting from Agency's performance of research or any other activities relating thereto. The Agency agrees to submit other reports and records as may be required by the City from time to time, which are related to the implementation of the Project, adherence to the Agreement, and adherence to federal, state, and local laws and regulations.
- 5.12 Reports to HUD. The Agency agrees to submit reports to HUD and the City as required, including but not limited to litigation reports, financial management reports required by Federal Management Circular 74-7, equal opportunity reports as may be necessary pursuant to the rules and regulations under Title VI, Civil Rights Act of 1964; Title VIII, Civil Rights Act of 1968; Section 3 of the Housing and Urban Development Act of 1968; Section 109 of the Act, Executive Order

11246, as amended; and Executive Order 11053, or any reports as may be further required.

5.13 Close-Out Report. The Agency is responsible for the close out of the HSSF Grants. The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. The City will send the Agency written notification that a Close-Out Report is due when one of the following contractual obligations have been met, and the Agency shall submit the Close-Out Report attached in that letter within sixty (60) days of receiving this notification:

5.13.1 The HSSF funds stated in Section 2 have been expended and the Scope of Work has been completed;

5.13.2 The Agreement period stated in Section 4 has expired; or

5.13.3 The Scope of Work has been completed.

5.14 Subrecipient Obligations. The Agency shall perform all obligations required of subrecipients under the HSSF Grants, except, however, that the Agency does not assume the environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR Part 52.

## 6 POLITICAL/INHERENTLY RELIGIOUS ACTIVITIES

The Agency shall not use HSSF funds to engage in political activities including but not limited to candidate forums, voter transportation, or voter registration. The Agency further shall not use HSSF funds to engage in inherently religious activities, as defined in 24 CFR 570.200(j), or for lobbying, political patronage, or nepotism activities.

## 7 DRUG-FREE WORKPLACE ACT OF 1988

The Agency certifies that it will maintain a drug-free workplace in accordance with the requirements of 24 C.F.R. Part 24, Subpart F.

## 8 REVERSION OF ASSETS

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Agency shall transfer to the City any HSSF funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Agency's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the HSSF National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the City deems appropriate]. If the Agency fails to use HSSF-assisted real property in a manner that meets a HSSF National Objective for the prescribed period of time, the Agency shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-HSSF funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Agency may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the City deems appropriate].

In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Agency for activities under this Agreement shall be (a) transferred to the City for the HSSF program or (b) retained after compensating the City [an amount equal to the current fair market value of the equipment less the percentage of non-HSSF funds used to acquire the equipment].

## 9 ACKNOWLEDGEMENT

Agency shall acknowledge during the term of the Agreement the contribution of the City of Flagstaff HSSF funds toward the Project in all instances where the Project is mentioned. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

## 10 PROJECT IMPLEMENTATION

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

## 11 UNFORESEEN DELAY IN PERFORMANCE

Neither the Agency nor the City shall be considered in breach or default of its obligations to make satisfactory progress toward the completion of the Project in the event of unforeseen delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for performance of the obligations and length of period of restriction on use shall

be extended for the period of the unforeseen delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the unforeseen delay.

## 12 INSURANCE

The Agency and its sub-agencies shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Agency, its agents, representatives, employees, or sub-agencies, until all of their obligations have been discharged, including satisfaction of any warranty periods under this Agreement.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Agency from liabilities that might arise out of the performance of the work under this Agreement by the Agency, its agents, representatives, employees, or sub-agencies, and the Agency is free to purchase additional insurance as may be determined necessary.

12.1 Minimum Scope and Limits of Insurance. The Agency shall provide coverage at least as broad and with limits of liability not less than those stated below.

### 12.1.1 Commercial General Liability - Occurrence Form

|                                               |              |
|-----------------------------------------------|--------------|
| General Aggregate .....                       | \$ 2,000,000 |
| Products-Completed Operations Aggregate ..... | \$ 1,000,000 |
| Each Occurrence .....                         | \$ 1,000,000 |

12.1.2 Umbrella Coverage..... \$ 2,000,000

### 12.1.3 Automobile Liability - Any Auto or Owned, Hired, and Non-Owned Vehicles

|                                                                                  |              |
|----------------------------------------------------------------------------------|--------------|
| Combined Single Limit Per Accident<br>or Bodily Injury and Property Damage ..... | \$ 1,000,000 |
|----------------------------------------------------------------------------------|--------------|

### 12.1.4 Workers' Compensation and Employer's Liability

|                                           |            |
|-------------------------------------------|------------|
| Workers' Compensation.....                | Statutory  |
| Employer's Liability: Each Accident ..... | \$ 500,000 |
| Disease-Each Employee.....                | \$ 500,000 |
| Disease-Policy Limit.....                 | \$ 500,000 |

12.1.4 Sexual Abuse and Molestation (if applicable\*) ..... \$2,000,000

\*For all programs providing direct services to individuals under the age of 18. As a separate line of coverage or included under the General Liability portion of the policy)

12.2 Self-Insured Retentions/Deductibles. Any self-insured retentions and deductibles shall be declared to and approved by the City. If not approved, the City may require that the insurer

reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. The Agency shall be solely responsible for any self-insured retention amounts. City at its option may require the Agency to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

12.3 Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

12.3.1 Commercial General Liability and Automobile Liability Coverages

12.3.1.1 The City of Flagstaff, its officers, officials, agents, employees, and volunteers are to be listed as additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the Agency, including the City's general supervision of the Agency; products and completed operations of the Agency; and automobiles owned, leased, hired, or borrowed by the Agency.

12.3.1.2 The Agency's insurance shall contain broad form contractual liability coverage.

12.3.1.3 The Agency's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Agency's insurance and shall not contribute to it.

12.3.1.4 The Agency's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

12.3.1.5 Coverage provided by the Agency shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

12.3.1.6 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the Agency for the City.

12.3.2 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the Agency for the City.

12.3.3 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to: Risk Manager, 211 W. Aspen Avenue, Flagstaff, AZ, 86001, and shall be sent by certified mail, return receipt requested.



- 12.3.4 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Agency from potential insurer insolvency.
- 12.3.5 Verification of Coverage. The Agency shall furnish the City with Certificates of Insurance as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance. The Project name/description and City contract number shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Agency commences work.
- 12.3.5.1 Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall be a material breach of Agreement.
- 12.3.5.2 All Certificates of Insurance required by this Agreement shall be sent directly to: Stacey Brechler-Knaggs, Grants, Contracts, and Emergency Management Director, 211 West Aspen Avenue, Flagstaff, Arizona, 86001. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement, at any time.
- 12.3.6 Sub-agencies. The Agency's Certificates of Insurance shall include all sub-agencies as insureds under its policies, or the Agency shall furnish to the City separate Certificates of Insurance for each sub-agency. All coverages for sub-agencies shall be subject to the minimum requirements identified above.
- 12.3.7 Approval. Any modification or variation from the insurance requirements in this Agreement shall have prior approval from the Flagstaff City Attorney's Office and the Risk Manager, whose decision shall be final. Such action shall not require a formal Agreement Amendment but may be made by administrative action.

### 13 INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY

- 13.1 Delinquent Taxes. Any judgment, lien, levy or outstanding amount owed to the Internal Revenue Service, State, County, City, or other public entity by the Agency may constitute an event of default or breach of this Agreement, unless previously approved by the City in writing, and may constitute sufficient reason for cancellation of this Agreement by the City according to the procedures contained in this Agreement.
- 13.2 Disclosure of Delinquent Taxes. Before entering into this Agreement, and during the time period covered by this Agreement, the Agency shall disclose any information related to this Section 13. This shall also include the immediate reporting of breaches in payback arrangements or breaches in other Agreements related to the above. Failure to comply with

any disclosure provision in this Section may also constitute sufficient reason for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

## 14 DEFAULT/REMEDIES

14.1 Agreement Default. In the event of any default in or breach of this Agreement or any of its terms or conditions by either party, such party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach. In any event, such breach or default shall be remedied within thirty (30) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach not cured or remedied within thirty (30) days, the aggrieved party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Notwithstanding the foregoing, in the event of a breach of any term of this Agreement by Agency, the City, at its sole election and in addition to any other remedy, may immediately withhold payment of funds until such default is cured and may initiate suspension or termination as set forth below.

## 15 INDEPENDENT AGENCY STATUS

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

## 16 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

To the fullest extent permitted by law, the Agency shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Agency, its employees, agents, or any tier of subcontractors in the performance of this Agreement. Agency's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts,

errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Agency or any tier of subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the Agency may be legally liable.

## 17 NONDISCRIMINATION AND AFFIRMATIVE ACTION REGARDING EMPLOYMENT

- 17.1 Nondiscrimination. Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02 Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.
- 17.2 Incorporation of Nondiscrimination Clause in Agency Activities. The Agency further agrees that the Section 17.1 clause will be incorporated in all supplier or Agency agreements entered into in connection with this Agreement.
- 17.3 Certifications from Subcontractors and Suppliers. The Agency assures that its authorized agent will obtain all supplier and subcontractor certifications contained in the City Agreement documents and that those suppliers and contractors will adhere to all affirmative action requirements.

## 18 COMPLIANCE WITH ALL LAWS

- 18.1 Federal, State, and Local Laws. The Agency shall give all notices and comply with all laws, ordinances, rules, building codes, regulations and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement. If the Agency observes that any of the Agreement documents are in conflict with any laws, statutes, building codes or regulations, it shall promptly notify the City, in writing, and the parties shall execute any appropriate written modification.
- 18.2 Liability. Should the Agency perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes or regulations, and not give proper notice to the City, it shall assume full responsibility therefore and shall bear all cost incurred due to its negligence.
- 18.3 Agency Adherence to Federal Regulations and Laws. The Agency agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (HSSF)) including subpart K of these regulations, and Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," as modified by 24 CFR 570.502(a). Agency agree to comply, as applicable, with 2 CFR 200, Uniform Administrative Requirements, Cost Principle, and Audit Requirements for

Federal Awards. The Agency shall comply with the following laws related to the receipt of HSSF funds:

- 18.3.2 Agency shall carry out its responsibilities in compliance with Public Law 88-352 and Public Law 90-284, in order to further fair housing; and to comply with the requirements of Executive Order 11063, as amended by Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07); and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (19 U.S.C. 794).
- 18.3.3 Agency shall comply, as applicable, with the requirements of the Davis-Bacon Act (40 U.S.C. 276a-276a-5), as supplemented by Department of Labor regulations (29 C.F.R. Part 5); and comply with Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- 18.3.4 Agency shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106). Agency shall assure that for activities located in an area identified by the Federal Emergency Management Agency (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 (including rehabilitation).
- 18.3.5 Agency shall comply, as applicable, with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, and with residential anti-displacement and relocation requirements set forth in 24 C.F.R. 570.606.
- 18.3.6 Agency shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60).
- 18.3.7 Agency shall comply with the prohibitions against the use of lead-based paint pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.), and the regulations issued thereunder, as set forth at 24 C.F.R. 35.
- 18.3.8 Agency agrees that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction evidenced by this Agreement by any federal department or Agency, and agrees to comply with the requirements of 24 C.F.R. 24. Agency agrees to comply with federal debarment and suspension requirements.
- 18.3.9 Agency agrees to comply with the conflict of interest provisions of 24 C.F.R. 570.611.
- 18.3.10 Agency agrees to comply with the Copeland "Anti-Kick Back" Act (18 U.S.C.874), as supplemented in Department of Labor regulations (29 C.F.R. part 3).
- 18.3.11 Agency agrees to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean

Water Act (33 U.S.C. 1368m Executive Order 11738), and Environmental Protection Contract regulations (40 C.F.R. part 15).

18.3.12 Agency agrees to comply with all applicable standards, order or regulations issued under Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification.

18.3.13 Agency agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended, and Environmental Protection Agency regulations pursuant to 40 CFR 50, as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

18.3.14 The Agency agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties. 18.4 Suspension or Debarment. Submittal of an offer or execution of a contract shall attest that the Subrecipient or contractor is not currently suspended or debarred. If the Subrecipient or any of its contractors become suspended or debarred, the Subrecipient shall immediately notify the City. The City may, by written notice to the Subrecipient, immediately terminate this Agreement if the City determines that the Subrecipient or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

18.5 Contracts and Subawards to Debarred and Suspended Parties. Pursuant to Code of Federal Regulations 2 CFR Subpart C §200.213, grantees and subrecipients must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement Subrecipient agrees to comply with all relevant codes including 2 CFR Subpart C, "Responsibilities of Participants Regarding Transactions". When entering into a covered transaction with another person at the next lower tier, Subrecipient must verify that the person with whom you intend to do business is not excluded or disqualified.

You do this by:

- (a) Checking the SAM Exclusions: System for Award Management (SAM) – [www.sam.gov](http://www.sam.gov)
- (b) Collecting a certification from that person
- (c) Adding a clause or condition to the covered transaction with that person.

## 19 CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- 19.1 Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 19.2 All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- 19.3 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 19.4 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 19.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is

permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 19.6 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 19.7 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 19.8 Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 19.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 19.10 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity

acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 19.11 Prohibition on certain telecommunications and video surveillance services or equipment. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
- 19.11.1 Procure or obtain;
  - 19.11.2 Extend or renew a contract to procure or obtain; or
  - 19.11.3 Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - 19.11.4 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - 19.11.5 Telecommunications or video surveillance services provided by such entities or using such equipment.
  - 19.11.6 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 19.12 In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information.
- 19.13 Telecommunication costs and video surveillance costs. Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:
- 19.13.1 Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in §200.216 to:
    - 1) Procure or obtain, extend or renew a contract to procure or obtain;
    - 2) Enter into a contract (or extend or renew a contract) to procure; or



3) Obtain the equipment, services, or systems.

19.14 Domestic preferences for procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

19.14.1 “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

19.14.2 “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

19.15 “Section 3” Clause. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Agency and any of the Agency’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Agency, and any of the Agency’s sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Agency certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

19.15.1 The Agency further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement: “The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

19.15.2 The Agency further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the HSSF-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to

business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the HSSF-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

19.15.3 The Agency certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

## 20 DISPUTES

The laws of the State of Arizona, without regard to any otherwise applicable choice or conflict of law provisions, will govern this Agreement.

## 21 AVAILABILITY OF FUNDS

It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the City from ADOH, under the HSSF Program, and that the terms, conditions and sums payable under this Agreement are subject to any changes or limitations which may be required by the terms of the City's grant Agreement with ADOH.

## 22 CONSULTATION

The Agency and the City hereby agree to consult one another on a timely basis regarding the applicability of this Agreement to any condition which may impact the execution of this Agreement and which may arise during the Agreement period.

## 23 CONTINUING LIABILITY

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

## 24 WAIVER

The City's failure to act with respect to a breach by the Agency does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## 25 TERMINATION

- 24.1 Transactional Conflicts of Interest. The parties acknowledge that this Agreement is subject to cancellation by the City of Flagstaff under the provisions of Section 38-511, Arizona Revised Statutes.
- 24.2 Termination. In accordance with 24 C.F.R. 85.43 and 2 CFR part 200, subpart D, City may suspend or terminate this Agreement if Agency materially fails to comply with any term or condition of this Agreement, or if Agency fails to maintain a good faith effort to carry out the purpose of this Agreement. The Agency's failure to materially comply with any term of the award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, City may take one or more of the following actions, as appropriate in the circumstances:
- (1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
  - (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
  - (3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,
  - (4) Withhold further awards for the program, or
  - (5) Take other remedies that may be legally available.

Appeal rights are as set forth in 24 C.F.R. 85.43(b). Termination of this Agreement may also occur as set forth below.

24.3 Termination for Convenience. City or Agency may terminate this Agreement for convenience in accordance with 24 C.F.R. 85.44 if both parties agree upon the termination and termination conditions. The party initiating the termination shall notify the other party in writing stating the reasons for such termination. The Agency may unilaterally terminate this Agreement upon written notification to the City setting forth the reasons for such termination, the effective date, and in the case of partial termination the portion to be terminated. However, if, in the case of a partial termination the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety pursuant to 24 CFR 85.43.

## 26 LAND COVENANTS

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or

improved with assistance provided under this contract, the Agency shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Agency, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

## 27 ASSIGNABILITY

The Agency shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Agency from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

## 28 NOTICE

Notice shall be provided as follows:

**City of Flagstaff**  
City Manager  
211 W Aspen Ave  
Flagstaff, AZ 86001

**Agency**  
**Agency Contact and Title**  
**Mailing Address**  
**(Phone Number)**

Copy to:

Housing and Grants Administrator  
2323 N Walgreens St, Ste 2  
Flagstaff, AZ 86004  
(928) 213-2749

And

Housing Director  
3481 N Fanning Dr  
Flagstaff, AZ 86004

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

## 29 ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Agency for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Agency with respect to this Agreement.

## 30 SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

## 31 CANCELLATION FOR CONFLICT OF INTEREST

Under Arizona law, rules, and regulations, no member, official, or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

## 32 LIST OF EXHIBITS

- Exhibit A: Special Conditions of the Agreement
- Exhibit B: Request for Payment and Disbursement Form
- Exhibit C: Budget
- Exhibit D: Agency Authorization to Execute Agreement
- Exhibit E: Schedule of Completion
- Exhibit F: Monthly Performance Report
- Exhibit G: Monthly Demographic Report
- Exhibit G-1: 2022 Area Median Income Chart

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**City of Flagstaff**

**Agency**

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

\_\_\_\_\_  
**Agency Contact and Title**

Attest:

Attest:

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

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

Approved as to form:

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



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