

**CDBG SUBRECIPIENT
AGREEMENT BETWEEN
City of Yuma
And
Southwest Fair Housing Council**

Program Name	Fair Housing
Funded Amount	\$15,000.00

This Community Development Block Grant (CDBG) Subrecipient Agreement (“Agreement”) is entered into by and between the City of Yuma, a municipal corporation (“City”), and Southwest Fair Housing Council (“Subrecipient”). The City and the Subrecipient may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the City is a recipient of Community Development Block Grant (CDBG) funds for the program year beginning **July 1, 2025, and ending June 30, 2026**, from the United States Department of Housing and Urban Development (HUD);

WHEREAS, the Subrecipient is eligible to receive CDBG funds and provides services that meet one or more of the program’s National Objectives as defined in 24 CFR 570.208:

1. benefit low- and moderate-income persons
2. aid in the prevention or elimination of slums or blight; or
3. address community development needs having a particular urgency;

WHEREAS, the City desires to engage the Subrecipient to provide eligible services under the CDBG program;

NOW, THEREFORE, in consideration of the foregoing recitals, the Parties agree as follows:

AGREEMENT

1.0 Agreement Documentation

This Agreement includes and incorporates by reference all attachments, exhibits, addenda, and any other documents referenced herein. These documents are considered an integral part of this Agreement and shall have the same force and effect as if fully set forth within the body of this Agreement.

2.0 Scope of Service

In accordance with the provisions of 24 Code of Federal Regulations (CFR) Part 570 and the terms of this Agreement, the Subrecipient agrees to carry out the program described in **Exhibit A: Statement of Work (Program Description)**.

3.0 Compensation

- 3.1 Agreement amount: The City shall provide financial assistance in the amount of **\$15,000.00** for the performance and completion of all activities described in this Agreement. Payment is contingent upon the Subrecipient's compliance with all terms and conditions of this Agreement and the continued availability of CDBG funds.

The Agreement amount may be adjusted by mutual written consent of the City Administrator and the Subrecipient, provided such adjustment is for the mutual benefit of the Parties. Any increase in the Agreement Amount shall not exceed twenty percent (20%) of the total compensation specified in the program budget contained in **Exhibit A, Section 5**. All such adjustments shall comply with the terms of this Agreement and shall be solely for the purposes outlined in Exhibit A.

- 3.2 Payment Method: The City shall reimburse the Subrecipient for eligible and authorized expenditures in the amounts and increments approved by the City, upon submission of a complete and accurate request for payment, accompanied by all required supporting documentation.

Reimbursement requests must be submitted quarterly, no later than the **7th calendar day** following the end of each quarter.

Reimbursement requests will not be processed unless the corresponding Quarterly Performance Report has been submitted and accepted. If a reimbursement request or report is determined to be incomplete or inaccurate, the Subrecipient will be notified and granted **three (3) business days** to submit the necessary corrections.

If corrections are not received within this timeframe, the reimbursement request will not be processed and must be resubmitted in the following quarter.

The final request for payment must be submitted no later than **five (5) business days** after the expiration of this Agreement. All funds must be fully expended within the timeframes established by the applicable grant requirements.

- 3.3 Program Income: The Subrecipient shall report quarterly (**October 7, January 7, April 7, and July 7**) to the City all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.
- 3.4 Reversion of Assets: Upon termination of this Agreement, the Subrecipient shall transfer all CDBG funds on hand and all accounts receivable attributable to the use of grant funds as required under 24 CFR § 570.503(b)(7).
- 3.5 Disposal of Real Property: All real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must either be:
- a. Used to meet one of the national objectives in 24 CFR § 570.208 until five years after expiration of this Agreement; or
 - b. Disposed of in a manner that results in the City being reimbursed in the amount equal to the current fair market value of the property minus any portion of the value attributable to non CDBG expenditures within five (5) years after expiration of this Agreement.

Section 3, in its entirety, including its subheadings, shall survive the expiration or termination of this Agreement.

4.0 Subrecipient Obligations

The Subrecipient and the Program must meet all applicable requirements of the HUD CDBG program and this Agreement.

5.0 City's Obligations

- 5.1 The City will disburse funds within thirty (30) calendar days of receipt and verification of each invoice, under the terms of this Agreement.
- 5.2 The City will provide reasonable assistance to aid the Subrecipient in complying with all provisions governing the use of grant funds. However, this

assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

5.3 The City is responsible for intergovernmental reviews defined in Executive Order 12372.

5.4 The City will complete environmental reviews required by the federal grant program guidelines.

6.0 Term of Agreement

The term of this Agreement shall begin on July 1, 2025, and end on June 30, 2026. The term may be extended by written mutual consent of the Assistant Director of Neighborhood and Economic Development or designee and the Subrecipient. Extensions are governed by the terms of this Agreement.

7.0 Uniform Administrative Requirements

Under 24 CFR § 570.502, 24 CFR § 570.506, and 2 CFR Part 200, Subpart D, the Subrecipient shall maintain and make available to the City, its auditors, and HUD, upon request and for a period of five (5) years, the following records and reports (as further described in **Exhibit B: Administrative Requirements**):

7.1 Records demonstrating that the Subrecipient is a qualified recipient of CDBG funds in accordance with HUD regulations.

7.2 Records verifying that participating individuals meet the applicable income and eligibility criteria required by federal law, and that no unlawful discrimination has occurred in the outreach, solicitation, or selection of lower-income persons.

7.3 Financial records and supporting documentation required under 2 CFR Part 200, Subpart D, including records necessary for compliance with annual audit requirements, where applicable.

7.4 Quarterly performance reports, submitted by the seventh (7th) working day of each calendar quarter to the City's Neighborhood & Economic Development Division, detailing the activities undertaken, funds expended, and outcomes achieved during the reporting period.

8.0 Conditions

8.1 Certifications: Subrecipient shall comply with all Certifications as described and executed in **Exhibit C: Certifications and Other Uniform Administrative Requirements**.

- 8.2 Acknowledgements: Subrecipient shall acknowledge the role of HUD and the City CDBG program in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds under this Agreement.
- a. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of the Subrecipient or by any employee of the Subrecipient. The Subrecipient shall advise the City or its designee at the time of delivery of any copyrighted or subject to copyright work furnished under this Agreement, or any adversely held copyrighted or subject to copyright material incorporated in any such work and of any invasion of the right of privacy therein contained.
 - b. The City may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

9.0 Termination

- 9.1 This Agreement may be terminated by the following:
- a. Under 2 CFR § 200.339, both Parties may terminate the Agreement in whole or in part. The Parties must agree upon the termination conditions and effective date of termination, and in the case of partial termination, the portion to be terminated. The Party terminating must notify the other Party in writing with the reasons for termination.
 - b. Pursuant to 2 CFR § 200.338, the City may terminate this Agreement, in whole or part, upon at least 30 days' written notice, whenever it determines, in its sole discretion, that the Subrecipient has failed to comply with any term, condition, requirement, or provision of this Agreement. The City shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect.
 - c. Upon notification of the City's intent to terminate this Agreement, the Subrecipient may appeal the termination pursuant to the policies and procedures set forth in the City's Subrecipient Administrative Review Process, which is available in the Subrecipient Training Packet and incorporated herein by reference. If the Subrecipient provides documentation to the City proving that the Subrecipient is meeting all of

the requirements under the Agreement, the City may cancel the termination.

- 9.2 Compliance With Law: Failure to comply with the requirements of this Agreement and all federal, state, and local laws, regulations, and ordinances applicable to Subrecipient's performance under this Agreement (described in Exhibit C: Certifications and Other Uniform Administrative Requirements) may result in suspension or termination of this Agreement; except Subrecipient does not assume environmental responsibilities as described in 24 CFR § 570.604, or responsibilities for initiating the intergovernmental review process of Executive Order 12372 as described at 24 CFR § 570.612.
- 9.3 Attorney Fees and Costs: If either Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing Party may recover, as part of the action or proceeding, all litigation, appellate, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
- 9.4 Alternative Dispute Resolution (ADR): If the parties mutually agree, claims, disputes or other matters in question may be submitted for ADR and decided according to the rules of the ADR Forum. Request for ADR must be filed in writing with the other Party to this Agreement.
- 9.5 Remedies: If either Party breaches or defaults on this Agreement, the other Party is entitled to exercise all available legal and equitable rights and remedies.

10.0 Insurance and Bonding Requirements

- 10.1 Prior to the receipt of any funds, the Subrecipient must provide the City with certificates of insurance and insurance documents or bonds as stated in **Exhibit D: Insurance and Bonding**.
- 10.2 Indemnification: To the fullest extent permitted by law, Subrecipient shall defend, indemnify and hold harmless the City, and the City's agents, representatives, officers, directors, officials, volunteers, and employees from and against all claims (including patent and copyright infringement claims), liabilities, demands, damages, losses and expenses (including attorney fees and litigation expenses, and the cost of appellate proceedings) (collectively "Claims") to the extent that such Claims result from and/or arise out of the Subrecipient's intentional, reckless, or negligent acts, errors, directives, mistakes, or omissions, in performance of this Agreement. This includes any intentional, reckless, or negligent acts, errors, directives, mistakes, or omissions of Subrecipient's employees, agents, advertisers, contractors,

subcontractors, or any other person for which the Subrecipient may be legally liable, in the performance of this Agreement.

- 10.3 The amount and types of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Agreement.

11.0 General Provisions

- 11.1 Notices and Requests: Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

City of Yuma	Southwest Fair Housing Council
Neighborhood & Economic Development	Tasha Lynch
One City Plaza	5425 E. Broadway Blvd., #29
Yuma, AZ 85364	Tucson, AZ 85711
Kassandra.Granados@Yumaaz.gov	tasha@swfhc.com
(928) 373-5187	(520) 664-6624

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the Party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- 11.2 Successor and Assigns: This Agreement is not assignable.
- 11.3 Governing Law: The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance.
- 11.4 Waiver: If either Party fails to require the other Party to perform any provision of this Agreement, that failure does not prevent the Party from later enforcing

that provision. Neither Party is released from any responsibilities or obligations imposed by law or this Agreement if the other Party fails to exercise a right or remedy. All waivers of performance must be in writing, signed by the Party waiving.

- 11.5 Severability: If any terms, parts, or provisions of the Agreement documents are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.
- 11.6 Integration: The Agreement documents contain the entire Agreement between the parties, and no oral or written statements, promises, or inducements made by either Party or its agents not contained or specifically referred to in this Agreement are valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by both Parties.
- 11.7 No Partnership: Nothing in this Agreement constitutes a partnership or joint venture between the Parties, and neither Party is the principal nor agent of the other.
- 11.8 Independent Contractor: Subrecipient acknowledges and agrees that it is an independent contractor, and its employees are not City agents or employees for any purpose, including the payment of any employer's taxes such as FICA, unemployment, and workers' compensation.
- 11.9 Venue: The Parties shall initiate and maintain any action at law or in equity or other judicial proceedings arising from this Agreement in the Superior Court of Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action commenced in accordance with the terms of this Agreement.
- 11.10 Authority: The City and Subrecipient warrant that each Party has full power and authority to enter and perform this Agreement in accordance with its terms, and that the individual executing this Agreement is authorized to do so.
- 11.11 Further Documents and Acts: The City and the Subrecipient will execute and deliver all necessary documents and perform all acts reasonably requested by the other Party or by an escrow agent if required to consummate the sale transaction, construction work, or other activities described in this Agreement.
- 11.12 Employment Eligibility: Subrecipient warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration

laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. City retains the legal right to inspect the citizenship documents of any Subrecipient or subcontractor employee who works on this Agreement to ensure that Subrecipient or its subcontractors are complying with this warranty.

- 11.13 Lawful Presence: Subrecipient shall be required under this Agreement to comply with the provisions of Arizona Revised Statutes § 1-501 Eligibility for Federal Public Benefits, and § 1-502 Eligibility for State or Local Public Benefits relating to demonstration of lawful presence in the United States.
- 11.14 Limited English Proficiency (LEP): Subrecipient must have a Limited English Proficiency (LEP) Language Assistance Plan (LAP). If Subrecipient does not have one, they may follow the City's LEP Plan.
- 11.15 Cancellation: This Agreement may be cancelled in accordance with A.R.S. § 38-511.
- 11.16 Compliance With Non-Discrimination Laws: The Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 99-4 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
- 11.17 Boycott of Israel: Pursuant to A.R.S. § 35-393.01, the Subrecipient certifies that it is not currently engaged in a boycott of Israel, and agrees that, for the duration of this Agreement, it will not engage in a boycott of Israel.
- 11.18 Provisions Required by Law: Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement by their properly authorized representatives as follows:

DATED this _____ day of _____, 2025.

City of Yuma

Southwest Fair Housing Council

John D. Simonton
City Administrator

Jay Young
Executive Director

ATTEST:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

Subrecipient Agreement

Exhibits

- A. Statement of Work**
- B. Administrative Requirements**
- C. Certifications and Other Uniform Administrative Requirements**
- D. Insurance and Bonding**
- E. Federal Award Identification**

Exhibit A
Statement of Work

1. Program Description

Southwest Fair Housing Council (SWFHC) will implement a fair housing outreach, media, and enforcement program to serve all City of Yuma residents. SWFHC will conduct fair housing testing, advertising, public outreach, and a Fair Housing class. These efforts aim to promote awareness of fair housing rights and support compliance with fair housing laws throughout Yuma.

National Objective:	Not Applicable
Eligibility Activity:	Program Administrative Costs- 24 CFR 570.206 (c)
Matrix Code:	21D, Fair Housing Activities

2. Program Delivery Schedule

The subrecipient shall complete all work required by this Agreement in accordance with the timetable set forth below:

Activity	Quarter	Deadline
Place one digital media advertisement	Q2	12/31/2025
NLA presentation	Q3	3/31/2026
Conduct ten (10) tests	Q4	6/30/2026
Fair Housing Class and Outreach Events	Q4	6/30/2026

3. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following level of program service during the term of this agreement:

Goal	Performance Measure
Digital media advertisement promoting fair housing awareness	Proof of at least one paid digital media ad posted
NLA presentation on fair housing rights and responsibilities	Presentation completed with participant sign-in sheet
Fair housing tests	Ten (10) completed testing reports
Fair Housing Class and Outreach Events	Documentation of outreach materials, and sign-in sheets

4. Payment

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$15,000.00. Funds shall be used exclusively for eligible program implementation costs and shall not be used for general administrative expenses. All payments shall be made on a reimbursement basis. The City shall reimburse the Subrecipient within thirty (30) days of receiving a complete and accurate payment request with all required source documentation. Such documentation shall include, but is not limited to, the Quarterly Subrecipient Performance Reports and the Annual Performance Report.

Drawdowns shall be made in accordance with the approved line-item budget and must be supported by documented performance outcomes. All drawdown requests must be submitted on a quarterly basis, following the end of each quarter. Drawdown requests will not be accepted outside of the quarterly reporting schedule. If the Subrecipient fails to submit a required Quarterly Performance Report, the corresponding drawdown request will not be processed, and reimbursement will be delayed until the following quarter upon submission of the outstanding report. If the drawdown request contains errors or missing information, the Subrecipient will be given three (3) business days to make corrections. If the corrected request is not submitted within this period, reimbursement will be delayed until the following quarter.

Any proposed changes to the approved budget must be submitted in writing and shall not take effect unless approved in writing by both the City and the Subrecipient.

5. Budget

<u>Line Item</u>	<u>CDBG Amount</u>
Payroll and employee related expenses	11,200.00
Travel expenses	1,500.00
Materials & Supplies	300.00
Media Advertisements	2,000.00
TOTAL	\$15,000.00

6. Special Conditions

The Subrecipient shall obtain a completed request for assistance from each applicant for whom assistance is sought and/or provided under this Agreement. All forms used in connection with the Program must be made available in both English and Spanish to ensure accessibility.

The Subrecipient shall submit Quarterly Subrecipient Performance Reports in a format approved by the City, due on **October 7, January 7, April 7, and July 7**. Upon completion of this Agreement, the Subrecipient shall also submit a final year-end report and analysis summarizing the services provided. This report shall include demographic and eligibility data for all applicants and/or beneficiaries of the funded activities, including total number served, ethnicity, gender, income eligibility status, disability status, and single head of household status.

Subrecipients are encouraged to conduct background checks for any employees, volunteers, or representatives who will have unsupervised contact with youth, elderly individuals, or persons with developmental disabilities while delivering public service activities funded under this Agreement. While the City does not require agencies to submit copies of background checks, the cost of performing such checks may be charged to the grant as an eligible expense.

Exhibit B

Administrative Requirements

1. Financial Management

- 1.1 Accounting Standards: The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- 1.2 Cost Principles: The Subrecipient shall administer its program in conformance with 2 CFR 200, Subpart E, for all costs incurred under this agreement.

2. Documentation and Record Keeping

- 2.1 Records to be Maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR 570.
- 2.2 Retention: The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.
- 2.3 Client Data: The Subrecipient 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, and description of service provided. Such information shall be made available to HUD and City monitors or their designees for review upon request. The Subrecipient must comply with 2 CFR § 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR § 200.82, and other information HUD or the City designates as sensitive or the Subrecipient considers sensitive consistent with applicable federal, state and local laws regarding privacy and obligations of confidentiality.

- 2.4 Disclosure: The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 2.5 Close-Outs: Subrecipient 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 receivable accounts to the City,) and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
- 2.6 Audits & Inspections: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, the grantor agency, their designees, or the Federal Government, at any time during normal business hours, as often as the City or grantor agency (HUD) deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully resolved by the Subrecipient within thirty (30) days after receipt. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments.

If applicable, the Subrecipient hereby agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200, Subpart F. If the City requests a financial audit by a certified public accountant of the Subrecipient's financial records to verify the use of City funds pursuant to this Agreement, the Subrecipient shall cooperate in the performance of such audit. The Subrecipient shall not be responsible for the cost of such audit if requested by

the City and shall be entitled to receive a copy of any resulting reports received by the City.

3. Reporting and Payment Procedures

- 3.1 Program Income: The Subrecipient shall report all program income, as defined at 24 CFR § 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of such program income shall comply with the requirements set forth in 24 CFR § 570.504.

During the term of this Agreement, the Subrecipient may use program income for eligible activities permitted under this Agreement. Requests for additional CDBG funds shall be reduced by the amount of any program income on hand. Any program income remaining at the end of the Agreement period shall be returned to the City. Interest earned on cash advances from the U.S. Treasury, or on funds held in a revolving fund account, is not considered program income and must be remitted promptly to the City.

- 3.2 Indirect Costs: The City does not permit Subrecipients to use CDBG funds for overhead, indirect costs, or any expenses determined through a cost allocation method. Prohibited costs include, but are not limited to, facility rent, utilities, telephone and internet services, cable, insurance, and office equipment rentals that are not directly and exclusively associated with the delivery of the funded activity. CDBG funds shall only be used for costs that are directly related to the implementation of the eligible activity as specified in the approved Program budget attached as Exhibit A.

- 3.3 Payment Procedures: The City will pay to the Subrecipient funds available under this Agreement based upon documentation submitted by the Subrecipient and in accordance with the approved budget and applicable City policies governing payments. Except for authorized advances, payments shall be made only for eligible expenses actually incurred by the Subrecipient and shall not exceed the Subrecipient's actual cash requirements. The City may adjust payment amounts based on the availability of advance funds and program income balances held in Subrecipient accounts. Additionally, the City reserves the right to liquidate funds available under this Agreement to cover costs incurred by the City on behalf of the Subrecipient. The Subrecipient shall submit all documentation related to eligible expenses no later than the fifth (5th) calendar day following the Program Completion Date or the expiration date of this Agreement, whichever occurs first.

- 3.4 Budget: The Subrecipient shall submit a detailed Agreement budget, in a form and with content prescribed by the City, for review and approval by the City. The budget may be revised from time to time upon mutual agreement of the

City and the Subrecipient, provided such revisions are consistent with applicable City policies and procedures.

- 3.5 Federal Funding Accountability and Transparency Act (FFATA): The Subrecipient shall comply with the requirements of 2 CFR Part 25, including maintaining an active registration in the System for Award Management (SAM) and obtaining a Unique Entity Identifier (UEI), in accordance with 2 CFR Part 25, Appendix A. The Subrecipient shall also comply with all applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA), including the requirements relating to executive compensation and subaward reporting as set forth in 2 CFR Part 170 Reporting Subaward and Executive Compensation Information.
- 3.6 Performance Reports: The Subrecipient shall submit regular Performance Reports to the City in the form, content, and frequency as required by the City.

4. Procurement

- 4.1 Compliance: The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.
- 4.2 OMB Standards: Unless otherwise specified in this Agreement, the Subrecipient shall procure all materials, supplies, equipment, and services in accordance with the procurement standards set forth in 2 CFR Part 200. The Subrecipient shall also comply with the CDBG regulations concerning debarred or suspended entities, as outlined in 24 CFR § 570.609. Under no circumstances shall CDBG funds be used to contract with or provide assistance to any party that is debarred, suspended, or otherwise excluded or disqualified from participation in federal assistance programs.
- 4.3 Travel: The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.
- 4.4 Use and 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:
- a. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
 - b. Real property under the Subrecipient'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 CDBG National Objectives pursuant to 24 CFR § 57.208 until five (5) years after expiration of this Agreement [or such longer period of time as the City deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a timely manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient 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-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period as the City deems appropriate].

- c. 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 Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG 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-CDBG funds used to acquire the equipment].
- d. The Subrecipient shall clearly label all equipment, furnishings, and other tangible personal property purchased in whole or in part with CDBG funds as property funded by the City of Yuma. The Subrecipient shall maintain an up-to-date inventory record that includes a description of each item, serial or identification numbers (if applicable), purchase date, cost, current location, and condition. The inventory must be updated annually and made available to the City upon request for monitoring, auditing, or other compliance reviews.

- 4.5 Relocation, Real Property Acquisition and Displacement: The Subrecipient agrees to comply with the requirements of 24 CFR § 570.606 regarding the acquisition and disposition of real property acquired with grant funds, and with respect to the displacement of persons, businesses, nonprofit organizations, and farms resulting directly from such acquisition. The Subrecipient further agrees to comply with all applicable City ordinances, resolutions, and policies related to the displacement of individuals from their residences.

Exhibit C
Certifications and Other Uniform Administrative Requirements

1. Uniform Administrative Requirements

By virtue of signing the Agreement the Subrecipient agrees to comply with all applicable uniform administrative requirements as discussed in this Agreement, CDBG Program Handbooks, and 2 CFR Part 200.

2. Equal Opportunity

The Subrecipient agrees to comply with:

- a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1).
- b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended.
- c. Section 109 of the Housing and Community Development Act of 1974.
- d. Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
- e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), as amended by Executive Orders 11375, 11478, 12107, and 12086.
- f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
- g. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 U.S.C. 6101–6107, and the prohibitions against discrimination against persons with disabilities under Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and the regulations at 24 CFR Part 8.
- h. The Americans with Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
- i. The requirements of the Architectural Barriers Act of 1968, 42 U.S.C. 4151–4157.
- j. The non-discrimination in employment and contracting opportunity laws, regulations, and Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act remain in effect.
- k. The Federal Fair Housing Act of 1988 (Pub. L. 100-430). HUD requires recipients of federal funding to affirmatively further fair housing. If applicable,

the Subrecipient must implement AFHM policies in accordance with the City's Affirmative Fair Housing Marketing Guide.

3. Interest of Officials and Conflict of Interest

The Subrecipient agrees to abide by the provisions of Arizona Revised Statutes § 38-511 et seq., 2 CFR Parts 200.112 and 200.318, and 24 CFR 570.611, which include (but are not limited to) the following:

- a. No member, officer, or employee of the Subrecipient or its designees or agents, and no member of the governing body of the locality in which the program is situated, during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.
- b. The Subrecipient shall comply with all applicable conflict of interest provisions and incorporate such provisions into all applicable contracts.
- c. The Subrecipient shall establish safeguards to prohibit employees from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other personal ties.

4. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

5. 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 Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements. The Subrecipient 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 subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u) (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or by HUD-assisted projects covered by Section 3, are directed to low- and very low-income persons residing in the project area, to the greatest extent feasible. The parties to this Agreement agree to comply with the regulations set forth in 24 CFR Part 75, which implement Section 3. By executing this Agreement, the parties certify that they are not under any contractual or other impediment that would prevent compliance with the requirements of 24 CFR Part 75.”

6. Conduct

6.1 Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

6.2 Subcontracts

- a. Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written and signed consent of the City prior to the execution of such agreement.
- b. Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c. Content: The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d. Selection Process: The Subrecipient shall insure that all subcontracts in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

7. Labor Standards Provisions

The Subrecipient agrees to administer and enforce the labor standards requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a 276a 5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327 333.

8. Buy America Preference (BAP)

The Subrecipient agrees to administer and enforce requirements of the Buy America Preference (BAP) per 2 CFR § 184, unless excepted by a waiver.

9. Environmental Requirements

Notwithstanding any provision of this award, the Parties hereto agree and acknowledge that this award does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review and receipt by the City of a release of funds from HUD under 24 CFR Part 58, as applicable. The Parties further agree that the provision of any funds to the program is conditioned upon the City's determination to proceed with, modify, or cancel the program based on the results of the subsequent environmental review.

The Subrecipient agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR Part 58 insofar as the provisions of such Act apply to activities set forth in Exhibit A. Statement of Work.

The Subrecipient agrees to comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution and the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93234).

This Agreement is also subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; P.L. 89 665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93 291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800, and the regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended from time to time.

10. Lead-Based Paint

This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.), and the Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR § 570.487). The use of lead-based paint is prohibited whenever CDBG funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with CDBG funds must be eliminated, and purchasers and tenants

of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

11. Radon Testing and Mitigation

This Agreement is subject to the requirements of HUD Notice CPD-2013-07, the U.S. Environmental Protection Agency (EPA) radon guidelines, and 24 CFR § 58.5(i)(2)(i)(C). Radon testing shall be conducted in residential structures assisted with CDBG funds where ground contact is present, and any identified radon hazards must be mitigated. Purchasers and tenants of assisted structures must be provided with HUD- or EPA-approved information on radon risks.

12. Property Disposition

Real or personal property purchased in whole or in part with CDBG funds shall not be disposed through sale, use, or location without the written permission of the City. The proceeds from the disposition of real property shall be considered Program Income.

13. Lobbying

The Subrecipient hereby certifies that:

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

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

14. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

15. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR § 570.200(j), such as worship, religious instruction, or proselytization.

16. Acquisition and Relocation

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulation.

17. Recordkeeping Requirements

Each Subrecipient shall establish and maintain adequate records to allow the City and the U.S. Department of Housing and Urban Development (HUD) to verify that the Subrecipient has complied with the terms and conditions of this Agreement. At a minimum, the following records must be retained for five (5) years following the date of closeout of this Agreement by the City. The City will notify the Subrecipient of the official closeout date in writing.

All files shall be clearly labeled with the following: CDBG Agreement Number, Name of City, and Activity Number, and shall include, but are not limited to, the following documentation:

- a. A copy of the original application and executed Agreement with the City, including any approved amendments.
- b. General correspondence and communications related to the Agreement.
- c. Financial management records, including ledgers, source documentation, and audit reports.
- d. Documentation of compliance with Section 504 of the Rehabilitation Act.
- e. Civil Rights compliance records, including the executed Civil Rights Certification and demographic data on applicants for and recipients of

benefits and/or services, including ethnicity, gender, disability status, and single head-of-household status.

Exhibit D Insurance and Bonding

1. Insurance

The Subrecipient shall, at a minimum, comply with the bonding requirements set forth in 24 CFR § 200.325 and the insurance requirements in 24 CFR § 200.310. In accordance with these provisions, the Subrecipient must provide insurance coverage for real property and equipment acquired or improved with Federal funds that is at least equivalent to the coverage provided for property owned by the Subrecipient. Federally owned property is not required to be insured unless specifically mandated by the terms and conditions of the Federal award.

- 1.1 Insurer Qualifications: Without limiting any obligations or liabilities of Subrecipient, Subrecipient shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Arizona Revised Statutes (“A.R.S.”) § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City’s option.
- 1.2 No Representation of Coverage Adequacy: The City reserves the right to review all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to always maintain the required insurance during the performance of this Agreement.
- 1.3 Additional Insured: All insurance coverage and self-insured retention or deductible portions, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- 1.4 Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

- 1.5 Primary Insurance: Subrecipient's insurance shall be primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.
- 1.6 Claims: In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
- 1.7 Waiver: All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Subrecipient. Subrecipient shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- 1.8 Policy Deductibles and Self-Insured Retentions: The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Subrecipient shall be solely responsible for any such deductible or self-insured retention amount.
- 1.9 Use of Subcontractors: If any work under this Agreement is subcontracted in any manner, the Subrecipient shall execute written agreements with all subcontractors that include the indemnification provisions outlined in this Agreement and the insurance requirements specified herein, ensuring both the City and the Subrecipient are adequately protected. The Subrecipient shall be solely responsible for executing such subcontractor agreements and for obtaining and maintaining certificates of insurance from subcontractors verifying compliance with the required insurance coverage.
- 1.10 Evidence of Insurance: Prior to commencing any work or services under this Agreement, Subrecipient will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Subrecipient's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as

evidence of coverage, but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Subrecipient shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insured as follows:
 - Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
 - Auto Liability – Under ISO Form CA 20 48 or equivalent
 - Excess Liability – Follow Form to underlying insurance.
- b. Subrecipient’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- c. All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Subrecipient under this Agreement.
- d. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

2. Insurance Coverage

- 2.1 Commercial General Liability: Subrecipient shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent

contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- 2.2 Vehicle Liability: Subrecipient shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Subrecipient's owned, hired and non-owned vehicles assigned to or used in the performance of the Subrecipient's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- 2.3 Professional Liability: If this Agreement is the subject of any professional services or work, or if the Subrecipient engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Subrecipient shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Subrecipient, or anyone employed by the Subrecipient, or anyone for whose negligent acts, mistakes, errors and omissions the Subrecipient is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.
- 2.4 Workers' Compensation Insurance: Subrecipient shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Subrecipient's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

2.5 Additional Coverage: To the fullest extent permitted by law, if the Subrecipient maintains higher insurance limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limit maintained.

3. Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

4. Bonding

In the event the City provides advance funding, the Subrecipient shall obtain and maintain a blanket fidelity bond covering all the Subrecipient's employees and subcontractors in an amount equal to the total cash advances received from the City.

Exhibit E
Federal Award Identification Worksheet
Regulation: 2 CFR 200.331(a)(1)(i-xiii)

i. Subrecipient: Southwest Fair Housing Council		ii. Unique Entity ID: KXEUCKEV9GB1	
iii. FAIN: B-25-MC-04-0508		iv. Federal Award Date: 7/1/2025	
v. Subaward Period of Performance:		Start Date: 7/1/25	End Date: 6/30/26
vi. Amount of Federal Funds Obligated to the Subrecipient by this action:		\$15,000.00	
vii. Total Amount of Federal Funds Obligated to the Subrecipient:		\$55,000.00	
viii. Total Amount of the Federal Award:		\$70,000.00	
ix. Federal Award Project Description: (required if funded over \$25,000)		N/A	
x. Federal Awarding Agency:		U.S. Department of Housing and Urban Development	
Grantee:		City of Yuma, Arizona	
Awarding Official:		Rebecca Blanco – CPD U.S. Department of Housing and Urban Development One Sansome Street, Suite 1200 San Francisco, CA 94104-4430	
xi. CDFA Number and Name:	14.218 Community Development Block Grant (CDBG) - Entitlement		
xii. Is award for Research and Development?		Yes	No X
xiii. Indirect Cost Rates:	Indirect Costs are not a billable expenses for this project		