

**HOME Investment Partnership Program Agreement  
Between  
City of Yuma  
And  
Housing America Corporation (CHDO)**

Project Name	Affordable Housing Development HAC (CHDO)
Funded Amount	\$277,657

This Agreement (Agreement), entered into between the City of Yuma, a municipal corporation, ("City") and Housing America Corporation, an Arizona nonprofit corporation, ("Awardee"). Awardee and the City are sometimes referred to individually as the "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, the City, Yuma County, the Town of Wellton, and the cities of San Luis, and Somerton entered into an intergovernmental cooperative agreement to create the Yuma County HOME Consortium for the purpose of undertaking the housing assistance activities for the HOME Investment Partnerships Program as authorized by the HOME Investment Partnerships Act;

WHEREAS, the City is the lead agency for the Yuma County HOME Consortium ("YCHC");

WHEREAS, as lead agency, the City is charged with administrative oversight for funding received by YCHC;

WHEREAS, the City, on behalf of the YCHC is the recipient of HOME Investment Partnerships Program funds for the program year of July 1, 2019 through June 30, 2020 from the United States Department of Housing and Urban Development ("HUD");

WHEREAS, the Awardee is a nonprofit corporation qualified to receive HOME funds and capable of providing services that are eligible to be funded with HOME funds; AND

WHEREAS, the City wishes to contract with Awardee to assist in providing grant eligible services.

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

**Agreement**

**1.0 Agreement Documents**

This Agreement consists of this document and all attachments, exhibits, addenda, or other documents referenced into this Agreement. All attachments, exhibits, addenda, or other documents referenced in this Agreement are incorporated into and made part of this Agreement.

## 2.0 Work Scope

In accordance with the provisions of 24 CFR Part 92 and the terms of this Agreement, the Awardee agrees to complete the Project described in **Exhibit A: Statement of Work ("Project")**.

## 3.0 Compensation

3.1 Agreement Amount: The City will provide financial assistance in an amount not to exceed **\$277,657** for the performance and completion of all work under this Agreement. Payment is contingent on Awardee's compliance with the terms of this Agreement and the availability of funds.

3.2 Method of Payment: The City will reimburse the Awardee for authorized expenditures in the amounts and increments approved by the City for various phases of work upon submission of a proper request for payment accompanied by supporting documentation. The Awardee may not request disbursement of funds until funds are needed for payment of eligible costs. Awardee shall not request more than the actual amount of funds needed for the Project.

The final request for payment must be submitted five (5) business days after expiration of the Agreement. Funds must be expended within the time periods established by the grant requirements.

3.3 Program Income: The Awardee shall report quarterly (October 15, January 15, April 15, and July 15) to the City all program income (as defined at 24 CFR 92.2) generated by activities carried out with HOME funds made available under this Agreement. The use of program income by the Awardee shall comply with the requirements set forth at 24 CFR 92.503. By way of further limitations, the Awardee 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 Awardee shall transfer all HOME funds on hand and all accounts receivable attributable to the use of grant funds as required under 24 CFR § 92.504.

3.5 Disposal of Real Property: All real property under Awardee's control that was acquired or improved in whole or in part with HOME funds must either be:

- A. Used to meet the objectives 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-HOME expenditures by the expiration of this agreement.

#### **4.0 Awardee's Obligations**

- 4.1 The Awardee and the Project must meet all applicable requirements of the HUD HOME program and this Agreement.
- 4.2 The Awardee agrees that housing assisted with HOME funds must meet the affordability requirements set forth in 24 CFR 92.254, and as further defined by the policies of the YCHC, and agrees to repayment of the HOME funds if housing does not meet the affordability requirements for the periods specified in 24 CFR 92.254 and the policies of the YCHC.
- 4.3 Awardee agrees to follow the applicable HOME Program requirements of 24 CFR 92 Subpart F and Guidelines established by YCHC for administration of HOME-assisted programs including but not limited to requirements for income determination, underwriting and subsidy layering, rehabilitation/property standards, refinancing guidelines, homebuyer program policies. Those Guidelines are incorporated into and made part of this Agreement.
- 4.4 Awardee acknowledges that timely completion of the work as specified in **Attachment A: Statement of Work** is an integral and essential part of performance under the HOME program. The expenditure of HOME funds is subject to Federal deadlines and failure to meet performance deadlines could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by Awardee that the project will be completed as expeditiously as possible and that Awardee will make every effort to ensure that the project will proceed and will not be delayed. Failure to make progress according to the Work Schedule can result in cancellation of this Agreement and the revocation of HOME funds.
- 4.5 This project is subject to ongoing compliance requirements of HOME during the entire period of affordability. During this compliance period, the Awardee will assure continued compliance with HOME requirements. For some homebuyer and owner-occupied rehabilitation units this includes monitoring for compliance with the terms of the Loan Agreement and recapture of funds upon resale.
- 4.6 Awardee acknowledges that this agreement represents a tentative commitment of funds contingent upon completion of the requirements for Committing HOME Funds outlined in HUD Notice: CPD-15-09, Cross Reference: 24 CFR Part 92.

#### **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 Awardee in complying with all

provisions governing the use of grant funds. However, this assistance in no way relieves the Awardee 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 Agreement Duration**

The term of this Agreement **begins on January 1, 2020** and **ends on November 30, 2022**. The term may be extended by written mutual consent of the City Administrator or designee and the Awardee. Extensions are governed by the terms of this Agreement.

## **7.0 Uniform Administrative Requirements**

The Awardee shall comply with the applicable uniform administrative requirements, as described in 24 CFR Part 92 Subpart H, and the requirements of 2 CFR part 200, as applicable. The Awardee shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR Part 92, Subpart H, except Awardee does not assume environmental responsibilities as described in 24 CFR § 92.352, or responsibilities for initiating the intergovernmental review process of Executive Order 12372 as described in 24 CFR § 92.357. The Awardee shall maintain and submit to the City upon request for a period of five (5) years, the following records and reports (further described in **Exhibit B: Administrative Requirements**):

- 7.1 Records showing that the Awardee is a qualified Awardee for HOME funds under HUD regulations;
- 7.2 Records showing that participating citizens served meet the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of lower income persons;
- 7.3 Financial records required by the Office of Management and Budget (OMB) 2 CFR Part 200, Subpart D regarding annual audits;
- 7.4 Quarterly performance reports, submitted by the tenth working day of each calendar quarter to the Neighborhood Services Division of the City, describing the activities undertaken, funds expended, and results achieved during the preceding quarter.

## **8.0 Conditions**

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

8.2 Acknowledgements: Awardee shall acknowledge the role of HUD, the YCHC and the HOME 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 Awardee 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 Awardee or by any employee of the Awardee. The Awardee 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 Termination: This Agreement may be terminated by the following:

- A. Under 2 CFR 200.339 both Parties may terminate this 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 Awardee has failed to comply with any term, condition, requirement, or provision of this Agreement. The City shall promptly notify the Awardee, 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 its intent to terminate this Agreement, the Awardee 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 Awardee Training Packet and incorporated herein by reference. If the Awardee provides documentation to the City proving that it 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 its performance under this Agreement (described in Exhibit C: Certifications and Other Uniform Administrative Requirements) may result in suspension or termination of this

Agreement; except Awardee does not assume environmental responsibilities as described in 24 CFR 92.352, or responsibilities for initiating the intergovernmental review process of Executive Order 12372 as described in 24 CFR 92.357.

- 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 arbitration 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/Bond Requirements**

- 10.1 Insurance: Prior to the receipt of any funds, the Awardee must provide the City with certificates of insurance and insurance documents or bonds as stated in **Exhibit D: Bonds/Insurance**.
- 10.2 Indemnification: To the fullest extent permitted by law, Awardee 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 Awardee'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 Awardee's employees, agents, advertisers, contractors, subcontractors, or any other person for which the Awardee may be legally liable, in the performance of this Agreement.

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 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.

City of Yuma, Neighborhood Services	Housing America Corporation
Nikki Hoogendoorn, Sr. Neighborhood Services Specialist	Thomas Ryan, Executive Director
One City Plaza Yuma, AZ 85364	130 N State Ave Somerton, AZ 85350
<a href="mailto:Nikki.Hoogendoorn@YumaAz.gov">Nikki.Hoogendoorn@YumaAz.gov</a>	<a href="mailto:TRyan@Hacorp.org">TRyan@Hacorp.org</a>
(928) 373-5187	(928) 627-4221

- 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: Awardee 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 Awardee warrant that each Party has full power and authority to enter into 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 Awardee 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. Awardee 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 papers of any Awardee or subcontractor employee who works on this Agreement to ensure that Awardee or its subcontractors are complying with this warranty.
- 11.13 Lawful Presence. Awardee 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). Awardee must have a Limited English Proficiency (LEP) Language Assistance Plan (LAP). If Awardee 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, Awardee certifies that Awardee is not engaged in a boycott of Israel as of the effective date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.
- 11.18 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.
- 11.19 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.

[Remainder of page intentionally left blank]

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

City of YUMA

Housing America Corporation

\_\_\_\_\_  
John D. Simonton  
Interim City Administrator

\_\_\_\_\_  
Thomas Ryan  
Executive Director

ATTEST:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard W. Files  
City Attorney

## **Awardee Agreement Exhibits**

### **A. Statement of Work**

1. Program Description
2. Schedule of Activities
3. Level of Accomplishment – Goals and Performance Measures
4. Budget
5. Special Conditions/Reporting Requirements
6. Payment Procedures

### **B. Administrative Requirements**

### **C. Certifications and Other Uniform Administrative Requirements**

### **D. Bonds/Insurance**

### **E. Federal Award Identification Worksheet**

### **F. Additional CHDO Requirements**

**Exhibit A  
Statement of Work**

**1. PROGRAM/PROJECT/ACTIVITY DESCRIPTION**

Housing America Corporation will undertake a home-ownership development program with HOME funds from the YCHC. HAC will acquire, rehabilitate, reconstruct, or construct five single-family homes for sale to eligible, low-to-moderate income buyers.

**2. SCHEDULE OF ACTIVITIES**

The Awardee agrees to complete all work required by this agreement in accordance with the timetable set forth below:

<b>Milestone</b>	<b>Deadline</b>
Project Start Date	January 1, 2020
Interim Milestones/Deadlines (list below):	
Acquisition of units	December 31, 2020
Construction commencement	6 months after acquisition
Substantial completion	6 months after award of construction contract
Transfer/sale to homebuyer	6 months after completion of construction
Project Completion Date	November 30, 2022

In addition, this project is subject to ongoing compliance requirements of HOME during the entire period of affordability. During this compliance period, the Awardee will assure continued compliance with HOME requirements. For homebuyer units this includes monitoring units for principal residency and recapture of funds at time of resale.

**3. LEVEL OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES**

The level of accomplishment may include such measures as units rehabbed, persons or households assisted provided and should also include time frames for performance. Units of service will be the number of people to participate in the program. Awardee agrees to provide the following levels of program service:

<u>Activity</u>	<u>Total Units</u>
Development of homeownership units	5

**4. BUDGET**

The City shall fund Awardee up to **\$ 277,657** to provide the Program. The entire amount shall be used for program implementation and activities and none for general administrative expenses. Drawdowns for the payment of allowable costs shall be made against the line item

budgets specified in the budget below and in accordance with performance. Any amendments to the budget must be approved in writing by both the City and the Awardee.

Line Item	HOME
Acquisition	0
Rehabilitation/New Construction	\$244,339
Developer fee	\$33,318
Total	\$277,657

## 5. SPECIAL CONDITIONS

The Awardee shall obtain a completed application for assistance from every applicant for whom assistance is sought and/or provided. Applications must be available in English and Spanish. The Awardee shall submit Quarterly Awardee Performance Reports in an approved report format by October 15, January 15, April 15, and July 15. In addition, at the completion of this Agreement, the Awardee shall provide a year-end analysis and report of the services provided. The number, ethnicity, gender, income eligibility status, disability status, single head of household of all applicants and/or beneficiaries of the funded Project activities shall be disclosed and stated.

Awardees are encouraged to perform background checks for any employees, volunteers, or other representatives who will have unsupervised contact with youth, elderly, or developmentally disabled clients while carrying out activities funded under this agreement. The City does not require agencies to provide copies of criminal background checks. Funding under this Agreement may be used to pay the cost of background checks.

Awardee must comply with the YCHC HOME Program Guidelines, as applicable to the proposed activities and which are incorporated into and made part of this Agreement.

Awardee shall use the following in determining the Period of Affordability for HOME-funded activities:

Amount of HOME assistance	Number of Years
Under \$15,000	10
\$15,001 - \$40,000	15
\$40,001 +	20

Awardee shall use recapture provisions to enforce the period of affordability. All written agreements with the beneficiaries will outline the period of affordability, principal residence requirement, and the recapture provision that will be used to ensure the period of affordability. Awardees will secure all HOME investments with proper security instruments, such as Promissory Notes, and Deeds of Trust placed upon the property to ensure the period of affordability. Proceeds paid to Awardees for failure to meet the Period of Affordability shall be addressed according to the Program Income sections of the agreement.

Awardee shall take steps as defined at 24 CFR 92.351 to affirmatively market all HOME-funded activities.

Awardee is prohibited from charging servicing, origination, or other fees for the costs of administering the HOME program, except as permitted by 24 CFR 92.214(b)(1).

Prior to closing, Awardee will provide to the City for review documentation of compliance with the income eligibility, underwriting, subsidy layering guidelines as well as the draft Promissory Note and Deed of Trust.

## **6. PAYMENT PROCEDURES**

It is expressly agreed and understood by the Parties that the total amount to be paid to the Awardee under this Agreement by the City shall not exceed **\$277,657**. All payments shall be on a reimbursement basis and City shall pay Awardee within thirty (30) days of a payment request with complete, acceptable source documentation. Said documentation shall include, but is not limited to the Quarterly Awardee Performance Reports and the Annual Performance Report.

**Exhibit B**  
**Administrative Requirements**

**A. FINANCIAL MANAGEMENT**

1. Accounting Standards: The Awardee shall comply with 2 CFR Part 200, Subpart D and shall adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles: The Awardee shall administer its program in conformance with 2 CFR Part 200, Subpart E, for all costs incurred.

**B. DOCUMENTATION AND RECORD KEEPING**

1. Records to be Maintained: The Awardee shall maintain all records required by the federal regulations specified in 24 CFR § 92.508, and that are pertinent to the activities to be funded under this Agreement. Types of records required to be maintained by Awardee shall include but are not be limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets the objectives of the HOME 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 HOME assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the HOME program;
  - f. Financial records required by 24 CFR § 92.508, and 2 CFR Part 233 - 200.337; and
  - g. Other records necessary to document compliance with 24 CFR 92 Subpart H.
2. Retention: The Awardee 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.
3. Client Data: The Awardee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address,

proof of 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 Awardee 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 Awardee considers sensitive consistent with applicable federal, state and local laws regarding privacy and obligations of confidentiality.

4. Disclosure: The Awardee 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 Awardee'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.
5. Close-Outs: Awardee 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 Awardee has control over HOME funds, including program income.
6. Audits & Inspections: All Awardee 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, 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 cleared by the Awardee within 30 days after receipt by the Awardee. Failure of the Awardee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. If applicable, the Awardee hereby agrees to have an annual agency audit conducted in accordance 2 CFR Part 200, Subpart F. If the City desires a financial audit by a certified public accountant of the Awardee's financial records to verify use of City funds according to the terms and conditions of this Agreement, Awardee shall cooperate fully in the performance of such audit. Awardee will not be responsible for the cost of such an audit if requested by the City and are entitled to a copy of any resulting reports that are received by the City.

## **C. REPORTING AND PAYMENT PROCEDURES**

1. Budgets: The Awardee will submit a detailed Agreement budget of a form and content prescribed by the City for approval by the City. The City and the Awardee

may agree to revise the budget from time to time in accordance with existing City policies.

2. Program Income: Awardee shall report all program income as specified in Section 3.3 of this Agreement.
3. Indirect Costs: If indirect costs are charged, the Awardee will develop an indirect cost allocation plan for determining the appropriate City share of administrative costs and shall submit such plan to the City for approval.
4. Payment Procedures: The City will pay to the Awardee funds available under this Agreement based upon information submitted by the Awardee and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Awardee, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Awardee accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Awardee.
5. Performance Reports: The Awardee shall submit quarterly Performance Reports to the City in the form and content as required by the City.

#### **D. PROCUREMENT**

1. Compliance: The Awardee shall comply with the current City procurement codes concerning the purchase of equipment. Awardee shall also maintain an inventory record 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.
2. OMB Standards: Unless specified otherwise within this Agreement, the Awardee shall procure all materials, property, and services in accordance with 2 CFR Part 200, Subpart D.
3. Travel: Before the travel occurs, the Awardee shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.
4. Use and Reversion of Assets: The use and disposition of real property under this Agreement shall be in compliance with the requirements of 24 CFR 92.504, as applicable, and as specified in Sections 3.4 and 3.5 of this Agreement.
5. Relocation, Acquisition and Displacement: The Awardee agrees to comply with 24 CFR 92.353 relating to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Awardee agrees to comply with applicable City Ordinances, Resolutions,

and Policies concerning displacement of individuals from their residences.

6. Federal Funding Accountability and Transparency Act (FFATA). The Awardee shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The Awardee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information

**Exhibit C**  
**Certifications and Other Uniform Administrative Requirements**

**A. UNIFORM ADMINISTRATIVE REQUIREMENTS**

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

**B. EQUAL OPPORTUNITY**

The Awardee agrees to comply with:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.
3. Section 109 of the Housing and Community Development Act of 1974.
4. Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
5. 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)
6. Section 3 of the Housing and Urban Development Act of 1968, as amended.
7. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93112), as amended, and the regulations at 24 CFR Part 8.
8. The American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
9. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
10. The non-discrimination in employment and contracting opportunities laws, regulations, and Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
11. Federal Fair Housing Act of 1988, P.L. 100-430. HUD requires recipients of federal funding to affirmatively further fair housing, which includes requirements for Affirmative Fair Housing Marketing (AFHM). The purpose of AFHM requirements is to promote a condition in which individuals of similar income levels in the same housing market area have available to them a like range of choices in housing, regardless of the individual's race, color, religion, sex, handicap, familial status or national origin. The requirements also ensure positive outreach efforts to those who are least likely to know about and apply for the housing in question. If applicable, Awardee must implement AFHM policies in accordance with City's Affirmative Fair Housing Marketing guide.

**C. INTEREST OF OFFICIALS AND CONFLICT OF INTEREST**

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

limited to) the following:

No member, officer, or employee of the Awardee or its designees or agents, no member of the governing body of the locality in which the program is situated during his 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. The Awardee will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives 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 ties.

**D. HATCH ACT**

The Awardee 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.

**E. 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 135, 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 Awardee and any of the Awardee's Awardees and subcontractors. Failure to fulfill these requirements shall subject the Awardee and any of the Awardee's Awardees and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Awardee certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Awardee 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."

**F. CONDUCT**

1. Assignability: The Awardee shall not assign or transfer any interest in this Agreement without the prior written and signed consent of the City thereto; provided, however,

that claims for money due or to become due to the Awardee from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Awardee shall provide the City written notice of any such assignment or transfer within ten (10) days after such assignment or transfer.

2. Subcontracts:

a. *Approvals:* The Awardee 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 Awardee 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 Awardee 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 Awardee 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.

**G. LABOR STANDARDS PROVISIONS**

In accordance with 24 CFR 92.354, Awardee agrees to administer and enforce the labor standards requirements of the Davis Bacon Act, as amended at 40 U.S.C. 3141, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 3701.

**H. COMPLIANCE WITH 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 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 project is conditioned on the City's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

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

The Awardee 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.

**I. 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). The use of lead-based paint is prohibited whenever HOME 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 HOME 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.

**J. PROPERTY DISPOSITION**

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

**K. LOBBYING**

The Awardee shall ensure that, to the best of its knowledge and belief of the undersigned:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Awardee, 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Federal contract, grant, loan, or cooperative Agreement, the Awardee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Awardee 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.

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

#### **L. 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.

#### **M. RELIGIOUS ACTIVITIES**

Where applicable, the Awardee must ensure that the conditions prescribed at 24 CFR 92.257 are adhered to in the use of HOME funds by religious organizations.

#### **N. ACQUISITION/RELOCATION**

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

#### **O. RECORDS TO BE MAINTAINED**

Each Awardee shall establish and maintain sufficient records to enable the City and HUD to determine whether the Awardee has met the requirements of this Agreement. At a minimum, the following records are needed, and should be maintained for five years after the date of close-out of this Agreement by City. It is the responsibility of the City to notify the Awardee as to the date of the Agreement close-out.

All files shall be clearly labeled with the following information: HOME Agreement number, Name of Awardee, Activity number and shall contain the following information and documents:

1. Application and Agreement with the City and any amendments.
2. General correspondence regarding the Agreement.
3. Financial management records and audits.

4. Documentation of compliance with Section 504.
5. The Civil Rights Certification and documentation on the ethnicity, gender, disability status, single-head of household of all applicants for and recipients of benefits and/or services.
6. Procurement and contracting documents for each professional service procured or for each major item of equipment or materials purchased, with smaller items aggregated.
7. Bids and construction contracts.
8. Labor Standards records and documents for each prime contractor.
9. Records and documents for acquisition/relocation activities for each parcel acquired or family displaced.
10. Overall policies and procedures for housing rehabilitation and a separate file for each applicant/family or multi-family unit.
11. Documentation and records for job creation/retention activities and each business assisted.
12. Overall policies and procedures for any revolving loan funds and a separate file for each applicant/business assisted.
13. Policies and procedures for technical assistance and a record of each applicant/entity assisted.

## **Exhibit D**

### **Bonds and Insurance**

#### **A. BONDS**

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

#### **B. INSURANCE**

##### **B.1 General.**

Awardee shall, at a minimum, comply with the bonding requirements of 24 CFR 200.325 and insurance requirements in 24 CFR 200.310, which require that the Awardee provide at least the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the Awardee. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

Insurer Qualifications. Without limiting any obligations or liabilities of Awardee, Awardee 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.

No Representation of Coverage Adequacy. The City reserves the right to review any and 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 maintain the required insurance at all times during the performance of this Agreement.

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.

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.

Primary Insurance. Awardee'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.

Claims Made. 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.

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 Awardee. Awardee shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

Policy Deductibles and/or 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. Awardee shall be solely responsible for any such deductible or self-insured retention amount.

Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Awardee shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Awardee. Awardee shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Awardee 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 Awardee's insurance 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, Awardee 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:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
  - (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
  - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
  - (c) Excess Liability – Follow Form to underlying insurance.

- (2) Awardee's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) 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 Awardee under this Agreement.
- (4) 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.

## B.2 Required Insurance Coverage.

Commercial General Liability. Awardee 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.

Vehicle Liability. Awardee shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Awardee's owned, hired and non-owned vehicles assigned to or used in the performance of the Awardee'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.

Professional Liability. If this Agreement is the subject of any professional services or work, or if the Awardee engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Awardee shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Awardee, or anyone employed by the Awardee, or anyone for whose negligent acts, mistakes, errors and omissions the Awardee is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

Workers' Compensation Insurance. Awardee shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Awardee'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.

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

- B.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.

## Exhibit E

### Federal Award Identification Worksheet (as required by 2 CFR 200.331(a)(1)(i-xiii))

i. Subrecipient:      Housing America Corporation		ii. DUNS #:    182265702	
iii. FAIN:              M19-DC040230		iv. Federal Award Date:    7/23/19	
v. Subaward Period of Performance:		Start Date:    7/1/19	End Date:    6/30/21
vi. Amount of Federal Funds Obligated to the Subrecipient by this action:		\$	277,657
vii. Total Amount of Federal Funds Obligated to the Subrecipient:		\$	1,655,000
viii. Total Amount of the Federal Award:		\$	1,932,657
ix. Federal Award Project Description:      Funds will be used to create affordable housing units for LMI homebuyers.			
x. Federal Awarding Agency:      U.S. Department of Housing and Urban Development  Grantee:                              City of Yuma, Arizona  Awarding Official:                  Kimberly Nash, Director - CPD U.S. Department of Housing and Urban Development One Sansome Street, Suite 1200 San Francisco, CA 94104-4430			
xi. CDFA Number and Name:      14.239 HOME Investment Partnership			
xii. Is award for Research and Development?                              Yes      X      No			
xiii. Indirect Cost Rates:      Indirect Costs are not a billable expenses for this project			

## **Exhibit E**

### **Additional CHDO Requirements**

WHEREAS, **Housing America Corporation (HAC)** has been certified by the Yuma County HOME Consortium (YCHC) to meet the definition of Community Housing Development Organization (CHDO) according to 24 CFR 92 Subpart G, and

WHEREAS, YCHC received a proposal for use of CHDO set-aside funds for a CHDO-eligible project under HOME regulations, and

WHEREAS, **HAC** as a CHDO is eligible to receive HOME funding from the CHDO set-aside of the YCHC HOME allocation,

THEREFORE, in addition to the responsibilities outlined previously in the Agreement, **HAC** agrees to comply with special CHDO requirements enumerated below.

#### **A. Project Description**

Housing America Corporation will undertake a Home Ownership Development program with HOME funds from the YCHC. HAC will acquire, rehabilitate, reconstruction, or construct five single-family homes for sale to an eligible, low-to-moderate income buyers. The schedule and budget for this project is outlined in Exhibit A of the Agreement.

#### **B. CHDO role**

In accordance with 24 CFR 92.300(a)(6), **HAC** will serve as developer of new housing that will be constructed or existing substandard housing that will be rehabilitated or reconstructed for sale to income-eligible families.

**HAC** is the owner (in fee simple absolute) of said Housing, and will arrange financing for the project, and be in sole charge of construction.

**HAC** may provide direct homeownership assistance (e.g. down payment assistance) when it sells the housing to an income-qualified family which shall not be greater than 10 percent of the amount of HOME funds for development of the housing.

#### **C. Project Requirements**

**HAC** agrees to follow the applicable HOME Program requirements of 24 CFR 92 Subpart F and Guidelines established by YCHC for administration of HOME-assisted programs including but not limited to requirements for income determination, underwriting and subsidy layering, rehabilitation/property standards, refinancing guidelines, homebuyer program policies.

**D. Sales Proceeds**

Net proceeds from the sale of units may be retained by HAC and used for affordable housing activities that benefit low-to-moderate income persons. HUD guidance on use of CHDO project proceeds at CPD Notice 97-11 and 97-09 shall be followed.

Prior to each closing, HAC will provide YCHC the estimated settlement statement along with a reconciliation statement, draft note and mortgage. The reconciliation statement shall account for the HOME funds to be awarded to the buyer and secured by HOME security instruments. Prior to closing, HAC and YCHC shall agree to the sales price of the home and the CHDO project proceeds to be retained by HAC.

**E. Recapture Provisions**

**HAC** will use recapture provisions to enforce the period of affordability. All written agreements with the homebuyers will outline the period of affordability, principal residence requirement, and the recapture provision that will be used to ensure the period of affordability. **HAC** will secure all HOME investments with proper security instruments, such as Promissory Notes, and Deeds of Trust, placed upon the property to ensure the period of affordability. Proceeds paid for failure to meet the Period of Affordability shall be considered Program Income and addressed according to the Program Income sections of the Agreement.

**F. Prohibited Activities**

**HAC**, while undertaking a HOME-funded home ownership project, may not charge the homebuyer or potential homebuyer fees for servicing, origination, processing, inspection or other fees for the costs of providing homeownership assistance

**G. Other Provisions**

- a. It is understood that **HAC** has certified that it is and will maintain CHDO status for the term of the Agreement in accordance with 24 CFR 92. **HAC** agrees to provide information as may be requested by the City to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance.
- b. Per 240 CFR 92.300 CHDO must provide documentation to the City, prior to execution of this agreement, that the amount of the HOME grant proposed in the Agreement is not more than fifty percent (50%) of the CHDO operating expenses for the fiscal year.
- c. Prior to acquisition, **HAC** will notify the City that it has identified a house for acquisition in order that an Environmental and other eligibility reviews can be performed before funds are committed.

ACKNOWLEDGED:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title